

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER		RATING DO-C9E		PAGE OF 1 156 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. N00167-98-R-0027		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 24 Apr 98	
						6. REQUISITION/PURCHASE NO. 982WCV	
7. ISSUED BY Naval Surface Warfare Center, Carderock Division 9500 MacArthur Blvd Code 3321: Doris Rosenblatt (301) 227-3302				8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 7 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 121, Room 214 until 2:00pm local time 23 Jun 98
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and

10. FOR INFORMATION CALL:	A. NAME Doris Rosenblatt	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 227-3302
---------------------------	------------------------------------	--

11. TABLE OF CONTENTS

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	40-95
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	4-33	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	96
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	34	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	97-109
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	35	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	110-143
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	36-37	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	144-156
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	38-39				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

0001	Scientific Engineering and Technical Support Services in Accordance with the Statement of Work (SOW) Section C.	1 LT	Est Cost \$ _____ Fixed Fee \$ _____
0002	Data in accordance with DD Form 1423 attached to this contract or to individual delivery orders issued under this contract	1 LT	*NSP *NSP*
0003	Support Costs consisting of Materials and Travel inclusive of burden and/or G&A Only (No Fee)	1 LT	*NTE <u>\$9,510,443.00</u>
0004	Subcontracting inclusive of burden and/or G&A only (No Fee)	1 LT	*NTE <u>\$6,000,000.00</u>

Total Est Cost	\$ _____
Total Fixed Fee	\$ _____
CPFF	\$ _____
Total NTE-Support	\$ _____
Total NTE-Subcontracting	\$ _____
Total All Clins	\$ _____

* NSP - Not separately priced, included in the cost of CLIN 0001.

** NTE - Not to exceed

Contract Type: This is an Indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) type contract which provides for the issuance of Delivery Orders during the period from date of award of the contract through sixty (60) months thereafter.

This Contract does not incorporate any options.

As referred to in paragraph (b) clause 52.216-22 entitled "Indefinite Quantity", the contract minimum is a total of \$100,000.00 worth of orders; the maximum quantity is the Total Amount for all CLINs. The maximum quantity is not to be exceeded without prior approval from the procuring Contracting Officer.

Note (1): CLIN 0004 provides for subcontracting effort not specifically identified at time of submission of the original proposal which may subsequently be required after contract award. Offerors proposing to team with subcontractors to meet the stated personnel requirements must include those subcontractor costs under the appropriate direct labor category and identify the number of hours to be provided by the subcontractor as part of the response for CLIN 0001.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

3

OF

156

NAME OF OFFEROR OR CONTRACTOR

The Government will provide GFE/GFM as may be required for performance of the services under this contract to the maximum extent possible.

appropriate direct labor category and identify the number of hours to be provided by the subcontractor as part of the response for CLIN 0001.

The Government will provide GFE/GFM as may be required for performance of the services under this contract to the maximum extent possible.

In accordance with FAR 22.605(a)(5) and Contract Clause 52.222-20, WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996) , as regards supplies and material under CLIN 0003, the contractor shall:

- 1) ensure that any material/hardware items, that cannot be obtained as GFE/GFM, are obtained from manufactures or regular dealers of these items in accordance with FAR 22.602.
- 2) obtain competition (items valued over \$2,500.00) whenever possible and shall report to the contracting officer the extent of competition sought, obtained, and efforts to ensure future competition for materials/hardware.

NAME OF OFFEROR OR CONTRACTOR

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1 INTRODUCTION	6
2 SCOPE	6
2.1 TASK I, LSV AND RELATED SYSTEM OPERATIONS AND MAINTENANCE	6
2.2 TASK II, ARD AND PROJECT SUPPORT	7
3 TASK I, LSV AND RELATED SYSTEM OPERATION AND MAINTENANCE	7
3.0 BACKGROUND AND GENERAL TASKING	7
3.0.1 GENERAL	7
3.0.2 KOKANEE SCHEDULE	8
3.0.2.1 KOKANEE LONG TERM UTILIZATION SCHEDULE	8
3.0.2.2 KOKANEE TRIAL SCHEDULE	8
3.0.2.3 KOKANEE DAILY EXECUTION SCHEDULE	9
3.0.3 WORK DAY/WORK WEEK	9
3.0.3.1 WORK DAY	9
3.0.3.2 SATURDAY/SUNDAY/HOLIDAY WORK	9
3.0.4 FUNCTIONAL RELATIONSHIPS	9
3.0.4.1 KOKANEE CHIEF ENGINEER(KCE)	10
3.0.4.2 KOKANEE COMMAND DUTY ENGINEER(CDE)	11
3.0.4.3 KOKANEE DUTY ENGINEER (DE)	11
3.0.5 CONTROL AND DATA ACQUISITION SYSTEMS	11
3.1 LSV VEHICLE AND SUPPORT SYSTEMS OPERATION AND MAINTENANCE	11
3.1.1 VEHICLE OPERATIONS.	11
3.1.1.1 REQUIRED WATCH STATIONS.	12
3.1.1.2 OPERATING TEMPO	12
3.1.1.3 OPERATIONAL SAFETY.	13
3.1.1.4 OPERATIONAL REPORTS AND RESPONSIBILITY	13
3.1.1.5 VEHICLE HEALTH MONITORING DATA.	14
3.1.2 VEHICLE AND RELATED SYSTEM MAINTENANCE	14
3.1.2.1 PMS	15
3.1.2.2 PERIODICITIES.	15
3.1.2.3 REPAIRS	15
3.1.2.4 SPECIAL MATERIALS AND WELDING.	15
3.1.2.5 LOGISTICS	15
3.1.2.6 AUDITS.	16
3.1.2.7 FAILURES.	16
3.1.2.8 PLANNING	16
3.1.2.9 TRIM	16
3.1.2.10 CONFIGURATION.	16
3.1.2.11 SENSORS	16
3.2 LSV DATA SYSTEM OPERATIONS AND MAINTENANCE	17
3.2.1 DATA SYSTEM OPERATIONS	17
3.2.1.1 RNDAAS OPERATIONS	17
3.2.1.2 ODAS OPERATIONS.	18
3.2.1.3 DPS OPERATIONS	18
3.2.1.4 DATA SYSTEM WATCHSTATIONS.	19
3.2.2 DATA SYSTEM MAINTENANCE.	19
3.2.2.1 PMS	20

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

5

OF

156

NAME OF OFFEROR OR CONTRACTOR

3.2.2.2 REPAIRS.....	20
3.2.2.3 LOGISTICS.....	20
3.2.2.4 CONFIGURATION CONTROL.....	20
3.2.2.5 INVENTORY.....	20
3.2.5.6 BASELINE CAPABILITIES.....	20
4 TASK II, ARD AND PROJECT SUPPORT.....	21
4.1 TEST SUPPORT AREA.....	21
4.2 INSTRUMENTATION SUPPORT AREA.....	22
4.3 ENGINEERING, DESIGN AND SYSTEM DEVELOPMENT AREA.....	22
4.4 DATA ACQUISITION, PROCESSING AND ANALYSIS AREA.....	23
4.5 FACILITY, TEST FIXTURE, MODEL AND SYSTEM SUPPORT AREA.....	23
4.6 SPECIAL ANALYSIS AREA.....	24
5 WORK ATTRIBUTES.....	24
5.1 SAFETY.....	24
5.2 QUALIFICATIONS AND TRAINING.....	24
5.3 MAINTENANCE PROCEDURES.....	24
5.4 SECURITY.....	24
5.5 QUALITY ASSURANCE.....	24
5.6 CERTIFICATION SYSTEM.....	25
5.7 SMALL BOATS.....	25
5.8 OPERATING PROCEDURES.....	25
5.9 ACCOUNTING.....	25
5.10 CLEANLINESS.....	25
5.11 DOCUMENTATION.....	25
6 PLACE OF PERFORMANCE.....	25
7 DOCUMENTATION.....	25
8 GOVERNMENT FURNISHED INFORMATION/EQUIPMENT/MATERIAL.....	25
9 CONTRACTOR FURNISHED MATERIAL.....	26
10 CONTRACTOR SPACES.....	26
11 SECURITY.....	26
12 OTHER REQUIREMENTS.....	26
12.1 TECHNICAL INSTRUCTIONS.....	26
12.2 PROGRAM COORDINATION.....	27
12.3 ACCOUNTING AND WORK EFFORT TRACKING.....	27
12.4 HOLIDAYS.....	27
13 REFERENCES.....	28
14 GLOSSARY OF TERMS.....	29

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

6

OF

156

NAME OF OFFEROR OR CONTRACTOR

STATEMENT OF WORK**1 INTRODUCTION**

The Ship Signatures Directorate (Code 70) of the Naval Surface Warfare Center Carderock Division (NSWCCD) is responsible for development of stealth technology to support Navy submarine program goals. As part of its mission, Code 70 develops, operates and maintains major acoustic research and development (R&D) facilities at the NSWCCD Acoustic Research Detachment (ARD) located at Bayview, ID. Code 70 provides services and facilities to accomplish acoustic data acquisition and analysis in support of submarine R&D projects funded by the Naval Sea Systems Command (NAVSEA), other Navy and Department of Defense sponsors, and non-government organizations. Code 70 resources for R&D facility operations at the ARD include on-site staff and Carderock support. The objective of the technical efforts described in this statement of work (SOW) is to support NAVSEA, NSWC and Code 70 research and development programs and testing.

The major goal of this solicitation is to obtain high quality technical support at reasonable cost. This SOW has two major tasks. Task I covers Operation and Maintenance (O&M) of the Large Scale Vehicle, *KOKANEE*. This task is defined in Section 3 below. Task II, described in Section 4, covers engineering and technical support for ARD (and other) test facilities and capabilities and project support. Work will be accomplished in accordance with Delivery Order Tasks that are within the scope of Task I and Task II.

The Acoustic Research Detachment (ARD) develops, and maintains test facilities including acoustic ranges on Lake Pend Oreille, a large freshwater lake with depths exceeding 1100 ft. The facilities consist of large models and other specialized test hardware, several barges capable of being equipped with data acquisition and processing systems, shore based laboratories, and underwater ranges consisting of moored acoustic sensors and oceanographic instrumentation.

The detachment occupies a 23 acre facility located at Bayview, ID, including several remote shore stations, and has a resident government staff of approximately 55 engineering, scientific, technical, wage grade, and clerical personnel.

2 SCOPE

This SOW consists of two tasks: Task I -- LSV Vehicle and Related Systems Operation and Maintenance: and , Task II ARD and Project Support.

2.1 TASK I, LSV AND RELATED SYSTEM OPERATIONS AND MAINTENANCE

This task covers activities central to the operation, maintenance, and logistic support of *KOKANEE*, including hull, mechanical, electrical and command & control systems (HME&CC), data acquisition and recording systems, and other equipment and facilities employed in the utilization of the vehicle for R&D test and evaluation. Task I is specific to *KOKANEE* related systems. The product of Task I Delivery Orders is research and development data obtained during *KOKANEE* underway operations and other evolutions.

NAME OF OFFEROR OR CONTRACTOR

2.2 Task II, ARD AND PROJECT SUPPORT

Task II covers those activities necessary to the operation, maintenance, and logistic support of other vehicles, data acquisition systems, and facilities employed in research, development, test and evaluation (RDT&E) at the detachment and other sites. Task II is not specific to any particular vehicle in the current or future inventory at the detachment. The product of Task II Delivery Orders will vary depending on the specific project. The scope of Task II includes *KOKANEE* support not covered under Task I, such as special installations, modifications, and upgrades. The scope of Task II includes activities relating to facilities management; infrastructure maintenance and preservation at the site; fabrication of new models and data acquisition systems; fabrication and installation of underwater instrumentation systems; and data processing, archiving and reporting.

The following list includes representative models and facilities that may be supported under Task II:

- Large Models: *KOKANEE*, CUTTHROAT, KAMLOOPS, DOLLY VARDEN, STEELHEAD, S6W, PIKE, WHITEFISH
- Floating platforms (including Yellow Barge, Green Barge, Model Support Platform (MSP), and various barges and boats)
- Shore facilities (including Wigwam, OUTPOST, Model Engineering and Support Facility (MSEF), and other labs and buildings)
- Test labs and systems (including Guidance Navigation and Control (GNC), On-board Data Acquisition System (ODAS), Data Processing System (DPS), Radiated Noise Data Acquisition and Analysis System (RNDAAS), Buoyant Vehicle noise lab and Intermediate Scale Measurement System (ISMS))

3 TASK I, LSV AND RELATED SYSTEM OPERATION AND MAINTENANCE

3.0 BACKGROUND AND GENERAL TASKING

The contractor shall provide engineering, technical and related services and material to accomplish delivery order tasks within the area of LSV and related system operation and maintenance.

3.0.1 GENERAL

This section defines the operation and maintenance of the Large Scale Vehicle (LSV-1), *KOKANEE* and associated support and data systems. *KOKANEE* is an unmanned, self -- propelled, 1/4 -- scale submarine, that is approximately 10 feet in diameter, 90 feet long and displaces 150 tons submerged. The *KOKANEE* mission is to support hydrodynamic, acoustic, and structural Research, Development, Test and Evaluation (RDT&E) of subsea technology for the Navy.

The ARD is responsible to Naval Surface Warfare Center and the Naval Sea Systems Command to maintain and operate *KOKANEE*, integrate user programs onto the *KOKANEE*, and to successfully accomplish trial operations. Operations are based at the Acoustic Research Detachment, Bayview, Idaho.

The contractor shall support the following systems:

- the *KOKANEE*, including all HME&CC equipment necessary to operate the submarine on the test range.

This includes the Acoustic Tracking and Communication System (ATACS) equipment on the vehicle and

NAME OF OFFEROR OR CONTRACTOR

on the range, and the data recording and reduction required to examine vehicle HME&CC performance during trials

- the support facilities required to accomplish operations, maintenance and integrated logistics support (ILS). These include all program assets, including the 18-foot, 22-foot, 25-foot Boston Whalers, Avon runabout, the *KOKANEE* Tender, Radiated Noise Barge (RNB), and the LSV Support Barge (LSVSB)
- RNDAAS, including any and all equipment necessary to acquire, process, store, download and analyze *KOKANEE* radiated noise data
- ODAS including all equipment on *KOKANEE* used to acquire, process, store and download requisite trials data
- DPS which includes all equipment required to strip, store and process all analog and digital data recorded on the ODAS System. This includes all off-line data reduction facilities for post-processing and conducting post-run analysis of trial data

3.0.2 KOKANEE SCHEDULE

The *KOKANEE* Schedule consists of three levels as presented in reference (I):

- 1) a multi-year, **Long Term Utilization Schedule** for sequencing project trial requirements and major maintenance period
- 2) a **Trial Schedule** showing the best estimate of underway days and configuration changes (NOTE: reference (I) shows a **KOKANEE annual trial schedule**. These are normally prepared trial by trial) and
- 3) a **Daily Execution Schedule** that shows all operations and maintenance tasks.

3.0.2.1 KOKANEE LONG TERM UTILIZATION SCHEDULE

The ***KOKANEE Long Term Utilization Schedule*** consists of a multi-year timeline including planned test periods for specific trials, and other dedicated availability periods. This is determined during formal scheduling conferences held by NAVSEA.

3.0.2.2 KOKANEE TRIAL SCHEDULE

The **Trial Schedule** shows, in greater detail, the intended configurations and underways to complete the trial objectives. The **Trial Schedule** becomes a requirement of the program as it defines the condition of the *KOKANEE* and all Support Facilities required for a successful trial. The *KOKANEE* Chief Engineer (KCE) or his representative will periodically provide the ***KOKANEE Trial Schedule*** to the contractor both in hard copy and media (Microsoft Project Scheduling software). The KCE will distribute changes as soon as is practical and, in general, no less than 24 hours prior to a scheduled underway.

Scheduled underways may be canceled at anytime. The contractor shall complete all preventive maintenance, repairs and underway preparations to support the schedule.

NAME OF OFFEROR OR CONTRACTOR

3.0.2.3 *KOKANEE* Daily Execution Schedule

The ***KOKANEE* Daily Execution Schedule** defines the major events, supporting details and their sequence for all Task I and *KOKANEE* test project work. This includes definition of the vehicle configuration, underway evolutions, all maintenance and any additional support requirements that are required as a result of the specific trial objectives. The contractor shall prepare this schedule daily for the work coordination meeting. The **Daily Execution Schedule** will be implemented under the direction of the KCE. The contractor's chain of authority shall include personnel directly responsive to the KCE for the conduct of operations and maintenance.

3.0.3 WORK DAY/WORK WEEK

The *KOKANEE* operating cycle will routinely require second and third shift work to support on-lake trials. The maintenance support shall be accomplished between operations. Second and third shifts (1530-2330 and 2330-0730) and weekends will not normally be scheduled to accomplish maintenance and repairs unless *KOKANEE* experiences a critical failure that requires dedicated attention.

3.0.3.1 WORK DAY

The *KOKANEE* Daily Execution Schedule will define the start of the normal workday. Workday start is normally driven by user requirements for installation and configuration changes. The end of the workday will be the later of

- the scheduled end of the work-day as defined by the *KOKANEE* Daily Execution Schedule, or
- until *KOKANEE* is shut down after an operation in accordance with reference (B)

The start of the workday may be shifted from the nominal 0700 to any other time to accommodate trial requirements

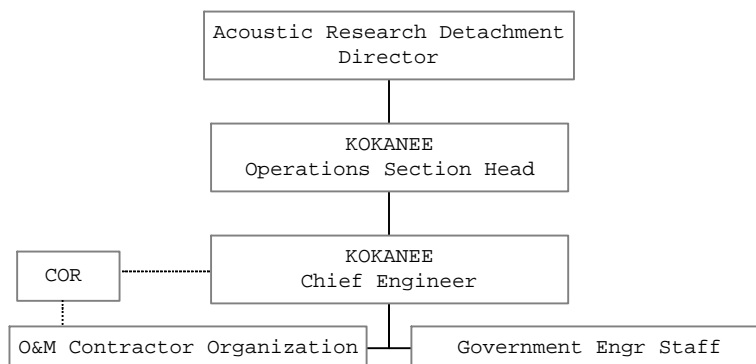
3.0.3.2 SATURDAY/SUNDAY/HOLIDAY WORK

Saturday work will normally only be scheduled for critical-path maintenance, or installations required to support the next underway or operational event. Underways on Saturdays will not normally be scheduled, but may be required depending on operational criticality. Work will not normally be scheduled for Sundays or Holidays. The only maintenance required on Sundays or Holidays will be remedial action as a result of critical failures.

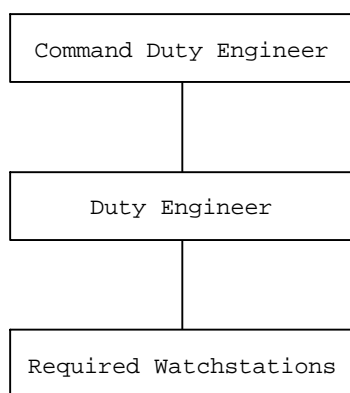
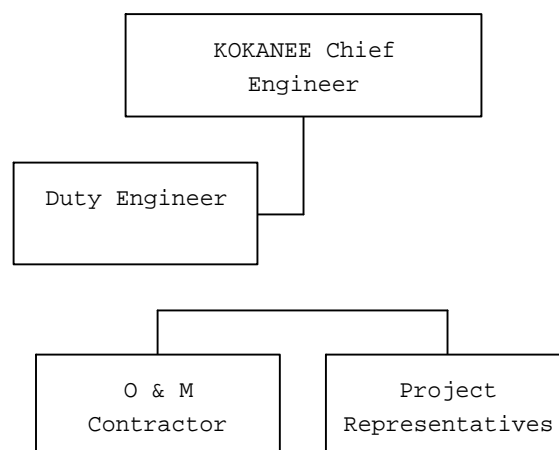
3.0.4 FUNCTIONAL RELATIONSHIPS

Within the ARD, the LSV Program reports to the Detachment Director as shown in Chart I. The Kokanee Chief Engineer (KCE) coordinates all O&M activities, and is responsible for schedule, technical issues, and resolution of questions, including those relating to support functions provided by this contract via the Contracting Officer's Representative.

NAME OF OFFEROR OR CONTRACTOR

Chart IAdministrative Organization, LSV Operations and Maintenance

Two subsets of the administrative organization include on-lake, or underway, Operations and inport maintenance. The reporting organization and duties are shown in Charts II and III and described below.

Chart IIUnderway Watch OrganizationChart IIIInport Maintenance Organization3.0.4.1 KOKANEE CHIEF ENGINEER(KCE)

KOKANEE operations will be under the control of the KCE. The KCE has been assigned specific responsibility for KOKANEE operations, maintenance, safety and on-lake trial execution by the Commander, Carderock Division, NSWC. The KCE will schedule and review accomplishment of all tasks associated with KOKANEE O&M. In addition, the KCE will adjudicate conflicts for space, timing or the specifics of tasks. He is supported by a staff of government engineers for the conduct of on-lake operations and in-barge maintenance. The operational organization is shown in Chart II:

NAME OF OFFEROR OR CONTRACTOR

3.0.4.2 KOKANEE COMMAND DUTY ENGINEER(CDE)

The *KOKANEE* Command Duty Engineer (CDE) is an oversight government position that will be manned by LSV government crew members upon meeting specific qualifications. The KCE may serve as the CDE. The CDE is the government LSV crew member responsible for all aspects of *KOKANEE* safety and test execution during on-lake tests. The CDE reports to the KCE.

3.0.4.3 KOKANEE DUTY ENGINEER (DE)

The *KOKANEE* Duty Engineer (DE) is also a government position that will be manned by LSV government crew members upon meeting specific qualifications. During on-lake tests, the DE executes specific procedures in the preparation, initial dive, test conduct and surfaced recovery of *KOKANEE*. He reports to the CDE. In port, the DE also serves as the Chief Engineer's agent to execute the daily schedule of maintenance and tests.

3.0.5 CONTROL AND DATA ACQUISITION SYSTEMS

KOKANEE operates with several on-board computers and data systems as part of the GNC suite, the ODAS, the DPS, and the RNDAAS. The daily operation and routine maintenance (most hardware PMS and data backups) of these systems is under the scope of SOW Task I. Maintaining, evaluating and changing *KOKANEE* system software, data handling routines and system performance upgrades is under the scope of Task II.

Software maintenance and development is performed by the ARD systems engineering team (SET). The SET also has similar responsibilities for several other complex high performance computer control, data acquisition and processing systems not associated with *KOKANEE*. The SET will provide *KOKANEE* software in coordination with the KCE. Software will be developed, in most cases, in an off-hull development lab and fully tested prior to implementation. Operator training will be provided by the SET. The contractor will operate control consoles, load software and operate systems using the delivered software.

GNC and ODAS sensors and hardware fall under the scope of section 3.1, *LSV Vehicle and Support System O & M*. Data system equipment is under the scope of section 3.2 *LSV Data System O&M*.

3.1 LSV VEHICLE AND SUPPORT SYSTEMS OPERATION AND MAINTENANCE

The scope of this task includes basic operation and maintenance of *KOKANEE* and *KOKANEE* support facilities.

3.1.1 VEHICLE OPERATIONS.

The CDE will direct operations of *KOKANEE* for all evolutions. The CDE will be assisted on-lake by the DE. The contractor shall support *KOKANEE* operations in accordance with reference (B) and the ***KOKANEE Daily Execution Schedule***. The operations cycle includes pre-underway checks; the on-lake operation and post run checkouts and battery charge. The nominal operating tempo for planning purposes is defined in Section 3.1.1.2.

Operational support includes: completion of all maintenance and repairs, conduct of pre-underway checks, repair or correction of any deficiencies discovered during pre-flights, operating systems on-lake, transferring and reducing data and conducting post operations checkout and battery charge. In addition, the Ship Control Computer (SCC) and ATACS consoles are manned during operations.

NAME OF OFFEROR OR CONTRACTOR

NOTE: The actual schedule of operations may vary widely depending on the project requirements and ongoing maintenance.

3.1.1.1 REQUIRED WATCH STATIONS.

The contractor shall man the watch stations listed below with personnel of sufficient numbers and experience to ensure safe, effective conduct of docking, undocking and underway evolutions. Watch station personnel shall complete qualifications in accordance with the LSV qualification requirements of references (B) and (G) prior to their assignment. When conducting a range operation, all range personnel shall attend the pre-underway brief. This brief will be held just prior to every underway. This includes all personnel scheduled to provide shift rotation after *KOKANEE* has departed the LSVSB (because lake operations are nominally 6 to 12 hours, it is desired that the contractor schedule shift changes at or near the underway times). Normally, shift changes will not be executed while the *KOKANEE* is on the lake.

3.1.1.1.1 RNB and TENDER Pilots and Small Boat Coxswains. All coxswains and pilots shall be responsible for the safety of their craft and embarked personnel and will remain at the helm during all underway periods. All coxswain and pilots shall take operational commands from the *KOKANEE* CDE during trial periods.

Underway operations require the following craft on the lake simultaneously:

- The RNB
- The LSV Tender with LSV alongside
- 25' Range Support Boat
- 22' Range Support Boat
- Avon Inflatable boat

3.1.1.1.2 SCC Operator. This station, located on the LSV Tender, shall be manned continuously while umbilical or modem communications are in process or expected.

3.1.1.1.3 ATACS Operator. The ATACS operator shall maintain his watch at the ATACS control terminal whenever the LSV is under autonomous control or when designated by the *KOKANEE* CDE.

[The SCC and ATACS operators shall take operational commands from the *KOKANEE* CDE during range operations.]

3.1.1.1.4 Additional Watch stations. The contractor shall man additional watch stations (such as line handlers, release and recovery crew, boat drivers, equipment operators) required to execute operations in accordance with reference (B).

3.1.1.2 OPERATING TEMPO

The contractor shall support a **nominal** operating tempo of three underways every two weeks. When maintenance periods are included, the annual tempo of operations is approximately 60 attempts to complete 50 underways along with dedicated maintenance periods. The actual operating tempo will vary due to the requirements to accomplish maintenance, to conduct lake trials, to accomplish battery charges, or to make up for

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 13 OF 156
---------------------------	---	-------------------

NAME OF OFFEROR OR CONTRACTOR

lost-time in the schedule due to emergent failures or other programmatic constraints. The contractor is, however, required to support all operations in accordance with the ***KOKANEE Annual Trial Schedule***.

3.1.1.2.1 Subsequent Underways

Subsequent underways are defined as underway operations two days in a row. Subsequent underways shall be anticipated, planned for and supported by the contractor as a result of *KOKANEE*, support facilities, ODAS, and RNDAAS system casualties, weather /ambient conditions which prohibit a successful test on range or other operational requirements. Emergent failures that take longer than one day to repair will be pursued such that the underway can be accomplished as soon as possible.

3.1.1.2.2 Night Operations

Underway times from the LSVSB are subject to change, but are frequently scheduled approximately one hour prior to sunset. This time is selected to provide quiet ambient noise conditions in support of trial requirements. These underway times may shift due to test requirements, weather, system availability, or growth in private or commercial activity on the lake, and for other reasons. Night operations in the winter or in foul weather require special safety considerations with regard to personnel preparedness and protection. The contractor shall assess weather and night considerations, determine the need for additional personnel if required to ensure safety of range operations, and manage his staff to meet underway requirements.

3.1.1.3 OPERATIONAL SAFETY.

The contractor shall ensure operational safety requirements of references (B), (E) and (G) are met and implemented. These requirements include: personal protective equipment (PPE), operations over water, foul weather operations, cold weather operations, use of chemicals, industrial health and safety and use of weight handling equipment. The contractor shall use these references to manage personnel to accomplish operational support work. Personnel safety shall always take precedence. Whenever conducting operations, the contractor shall identify underway personnel to the *KOKANEE* CDE verbally prior to every underway. Equipment safety, including *KOKANEE*, is the next highest priority. Throughout the underway the contractor shall continually assess the conditions of weather and any other abnormal configuration of the vehicle or facilities, and the impact, if any, on his ability to safely support the release of the vehicle. The contractor is responsible to immediately identify to the *KOKANEE* CDE any issue on safety that the contractor becomes aware of.

3.1.1.4 OPERATIONAL REPORTS AND RESPONSIBILITY.

Prior to getting *KOKANEE* underway from the Support Barge, the contractor shall provide written assurance to the CDE or *KOKANEE* Chief Engineer of his ability to support operations. The contractor's report shall be in the form of a letter or Memorandum and shall:

- document vehicle readiness to support the scheduled test including
 - closure of all Re-entry Control (REC) maintenance procedures
 - list of overdue maintenance
 - ODAS and GNC are properly configured

NAME OF OFFEROR OR CONTRACTOR

- summarize the contractor's concerns about weather, list any facility or support craft material limitations to conducting the planned test
- state that the number and training of assigned personnel are adequate
- state plans to ensure the alertness and safety of the staff
- state any additional concerns regarding the operation and the steps taken to alleviate the concerns

If the contractor anticipates not being able to safely support the release of *KOKANEE*, he shall identify this condition to the *KOKANEE CDE* as soon as possible. If not released due to contractor assessment, the vehicle will be returned to port. After docking *KOKANEE*, the contractor shall develop and formally submit his reasons for being unable to support release and his intended action to remedy the problem. The KCE shall review and, if acceptable, approve the contractor's intended action. Upon approval, the contractor shall complete the action and report the results to the KCE.

Should any incident occur, or issue arise, which risks safety of personnel, the *KOKANEE* or Support Facilities, or the environment, the contractor shall:

- investigate the situation, particularly his involvement or observations
- formally submit his findings and proposed remedies to the KCE
- execute remedies, after government review and approval

When *KOKANEE* is on the lake the *KOKANEE CDE* shall make operational decisions. The decisions and guidance provided by the *KOKANEE CDE* shall be strictly followed and shall not be arbitrated; any emergent issue can be resolved with the *KOKANEE* Chief Engineer, COR, or the Contracting Officer when in port.

3.1.1.5 VEHICLE HEALTH MONITORING DATA.

Upon return to the surface or in the LSVSB, the contractor shall reduce and distribute GNC recorded data to engineering units in accordance with reference (B). The contractor shall maintain records in accordance with references (B) and (C). The following facilities required for data acquisition, data storage, and GNC data reduction will be made available at the ARD: - the *KOKANEE* vehicle and all in-situ equipment currently used for data recording.

- access to a secure data reduction computer with data reduction software and documentation already in residence and operating (or an equivalent system)
- secure storage container located on the LSVSB

3.1.2 VEHICLE AND RELATED SYSTEM MAINTENANCE

The contractor shall maintain the *KOKANEE*, support craft and support facilities to ensure that these systems are available to support the ***KOKANEE Annual Trial Schedule***. The contractor shall support each maintenance period with quality, complete, and timely work conducted in an auditable manner in accordance with the maintenance and quality assurance requirements of this statement of work and references (A), (B), (C), (H), (M), (Q), (R), (S) and (W).

Vehicle maintenance is scheduled on the ***KOKANEE Daily Execution Schedule*** which is maintained by the contractor. Progress and status are discussed daily at a work integration meeting held by the KCE. The *KOKANEE* DE coordinates the daily conduct of maintenance by authorizing commencement, approving tagouts, witnessing testing and scheduling any emergent maintenance or project work.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 15 OF 156
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

The inport maintenance organization is shown in Chart III.

The contractor shall execute the following:

3.1.2.1 PMS.

Perform all preventive maintenance (PMS) as prescribed by the Maintenance Data System (MDS) of reference (C). The contractor shall use approved procedures and periodicities, nominally provided by reference (C), approved drawings, and other supporting documentation to conduct this task. If a maintenance requirement emerges where approved procedures have not been provided in reference (C), or provided procedures or periodicities require updating, the contractor shall use the available information and/or acquire information from the appropriate procedural improvements and submit for approval to support schedule operations.

Maintenance support shall include, but not be limited to:

- preventive maintenance and operational checkout of equipment
- calibrations and alignments
- configuration changes
- lead ballast management
- corrective maintenance (due to equipment malfunction) (document repairs in accordance with references (C) and (R))
- development of a systematic approach to maintenance
- rubber and coatings applications to the vehicle
- maintenance to support component level test requirements for any system(s) within the *KOKANEE*, Support Facilities, or On-board Data System
- servicing utilities and accesses
- certifying component spares integrity
- staging of component spares in preparation for maintenance, and
- janitorial services

3.1.2.2 PERIODICITIES.

Review maintenance periodicity and recommend changes.

3.1.2.3 REPAIRS.

Complete all repairs to return systems to operational status. Reference (R) provides sample annual repairs.

3.1.2.4 SPECIAL MATERIALS AND WELDING.

Accomplish all rubber and special material (coating) application and removal. Also, conduct non-pressure hull welding.

3.1.2.5 LOGISTICS.

Provide logistics support for *KOKANEE* and support systems in accordance with references (A) (C), (M), (Q), and (S) . This includes:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 16 OF 156
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

- preparing requisition ordering documents
- accomplishing inventory and receipt control, record keeping, storing and issuing requisition, warranty, and other material documentation
- configuration control and administration and
- review of inventory (quantity and usage) and recommend changes to on-hand material to support the **KOKANEE Annual Trial Schedule** (i.e. Restricted Availabilities (RAV), long periods of operations). References (A) and (C) require positive material control and "pedigree" for controlled material.

3.1.2.6 AUDITS.

Conduct internal self-audits of re-entry control (REC), tagouts, and work control practices in accordance with references (A), (B) and (C). The contractor shall provide an audit plan to document internal audits.

3.1.2.7 FAILURES.

Identify to the KCE all emergent failures or maintenance requirements that will place any system in-operable. The expected down time and the contractor's plan to restore capability shall be reported.

3.1.2.8 PLANNING.

Support the daily work planning meetings with the **KOKANEE Daily Execution Schedule** of all work to be accomplished (Core maintenance and Project items) [NOTE: this is the same requirement of section 3.0.2.3]

3.1.2.9 TRIM.

Execute the **KOKANEE** trim control program as described in reference (W). Establish and execute procedures to account for wet and dry weight changes, lead and variable (water) ballast adjustments. Provide a written weight report prior to each underway.

3.1.2.10 CONFIGURATION.

Maintain configuration documentation in accordance with reference (C). A record copy of all configuration changes shall be kept onsite. The contractor shall prepare and submit Engineering Change Documents.

3.1.2.11 SENSORS.

Maintain the baseline noise sensors for the ODAS in operational condition and calibrated IN ACCORDANCE WITH references (U) and (V).

Section 3.1 Data requirements summary:
3.0.2.3 Daily Execution Schedule
3.1.1.4 Report on Ability/inability to support Operations
3.1.1.5 GNC Data
3.1.1.5 GNC Data Records
3.1.2.2 Recommendations to maintenance periodicity

NAME OF OFFEROR OR CONTRACTOR

3.1.2.5 Requisition Documents
 3.1.2.5 Inventory, receipt control, record keeping
 3.1.2.5 Sponsor Owned Material listing
 3.1.2.6 Audit Plan
 3.1.2.7 Failure report
 3.4.2.8 Daily Execution Schedule (same as 3.0.2.3)
 3.1.2.9 Weight Report
 3.1.2.10 Configuration documentation, ECPs

3.2 LSV DATA SYSTEM OPERATIONS AND MAINTENANCE

Data systems provide the ARD's most useful product--namely, accurate, reliable, trusted acoustic and non-acoustic data for evaluating research and development projects tested on large models. In this regard, operation of complex, inter-related systems must be formalized and documented such that any and all aspects of data acquisition and system configuration can be reviewed and evaluated. The focus of data systems operations is, then, configuration of the system to support specific trial objectives; documentation of the configuration and creation of a data package able to support post trial analysis and scrutiny. Maintenance will focus on reliability and availability of the current system, calibrated signals, documented system performance, redundant data, and timely processing. The data systems are described below.

The contractor shall conduct all maintenance and repair necessary to support the **KOKANEE Annual Trial Schedule** (see Section 3.0.2) and other data acquisition and processing requirements.

3.2.1 DATA SYSTEM OPERATIONS

The contractor shall operate the LSV data systems in support of the **KOKANEE Annual Trial Schedule** requirements. For all data systems, the contractor shall:

- Ensure all equipment is functionally ready to support customer requirements, including ordering of consumable materials
- Conduct and evaluate pre-run system electrical calibrations (reference (K))
- Troubleshoot and correct any system problems that effect the ability to support underway data requirements
- Properly mark and store all classified data in accordance with reference (F)

The contractor shall assist the government by making recommendations to resolve emergent technical or operational problems prior to and during an LSV operation. Specific system requirements are detailed below.

3.2.1.1 RNDAAS OPERATIONS

The RNDAAS is composed of ten interconnected subsystems that provide primary functions of acoustic vehicle tracking, analog acoustic data acquisition and recording, digital data acquisition, one-third octave band processing, narrowband processing, and a multitude of display and analysis functions. The subsystems are:

- Hydrophone Arrays Subsystem (HAS)
- Signal Conditioning and Calibration Subsystem (SCS)
- Signal Recording Subsystem (SRS)

NAME OF OFFEROR OR CONTRACTOR

- One-Third Octave Band Subsystem (OTO)
- Narrowband Processing Subsystem (NPS)
- Digital Acquisition and Processing System (DAAPS)
- Tracking and Control Subsystem (TAC)
- Radiated Noise Analysis Subsystem (RNAS)
- NSWC Acoustic Analysis and Vibration Data Analysis System (NAVDAS)
- Shared Resource Management Subsystem (SRM)

This suite of equipment is fully described in reference (N).

The RNDAAS is primarily utilized to collect radiated noise data from the *KOKANEE*. The RNDAAS is utilized for these runs as needed by the customer requiring radiated noise data. The contractor shall prepare the RNDAAS, acquire and process data, and assist in the evaluation of data quality for these underways. The RNB will typically depart the ARD for the LSV test range 2-3 hours prior to the departure of *KOKANEE*. Radiated noise data is acquired for customers at all times of year.

3.2.1.1.1 On-lake Operational Support

The contractor shall:

- Coordinate the RNDAAS acquisition operation with that of the LSV vehicle operations while on range
- Ensure all systems are fully operational, properly configured and ready for the operation
- Operate the RNDAAS described in reference (N) during data acquisition
- Process and perform Quality Control on acoustic and track data for each run using the RNDAAS

3.2.1.2 ODAS OPERATIONS.

The ODAS consists of equipment listed in reference (T). The contractor shall ensure that

- all required ODAS pre-mission checks are performed
- the baseline sensors are operational, and
- the ODAS system is properly configured for autonomous on-range operations

Following range operations, the contractor shall ensure that all the on-board data is properly downloaded from the LSV, and that all applicable data is available for processing and analysis. The contractor shall generate and maintain all associated ODAS databases and support files necessary to conduct ODAS system operations.

The nature of ODAS computer operations is for operators to manipulate the system using support files, script files and other utilities. Software programming to change performance of the system is not included.

3.2.1.3 DPS OPERATIONS.

The DPS consists of equipment listed in reference (L). The DPS operators shall perform all necessary stripping, general processing, and post processing of *KOKANEE* on-board data as recorded on both the ODAS digital and analog recording systems. Normally, this processing will commence as soon as the data becomes available following a *KOKANEE* test sequence and subsequent ODAS data download. Direct on-lake support is not normally required with the DPS system. All processed baseline on-board data will be quality checked and discrepancies documented within 24 hours from the time the data have been stripped from tape. A quick look

NAME OF OFFEROR OR CONTRACTOR

baseline sensor data assessment will be required within 12 hours of receipt of tapes following a *KOKANEE* underway in order to support critical sensor repair prior to the next *KOKANEE* operation. This report shall be made to the KCE.

3.2.1.4 DATA SYSTEM WATCHSTATIONS.

The contractor shall man the following watch stations during radiated noise data acquisition operations and Data Processing System onboard noise processing periods with personnel of sufficient number and experience to ensure safe, effective and efficient performance.

a. RNDAAS Acoustics Engineer. This position shall

- Perform acoustic engineering calculations such as range adjustments, propagation loss, filter settings, equipment response, system transfer functions, cable line loss, and amplifier gains for equipment parameters as part of pre-underway setup
- Determine system parameters and settings (i.e. gains to ensure acquisition within subsystem's dynamic range) necessary to ensure successful data acquisition
- Evaluate and correct emergent system problems
- Perform quality control of acoustic data collected during the underway
- Document any system problems or configuration changes that occur during the underway evolution
- Assist the Track Control Console (TCC) operator(s) in system operation during the underway.
- Set up and checkout of the RNDAAS in preparation for on-line data acquisition in accordance with references (N) and (O)

b. TCC operator(s). This position shall:

- Set up the RNDAAS to support data acquisition following reference (O)
- Assist in evaluating and correcting emergent system problems
- Operate the RNDAAS to acquire data during the underway
- Edit and perform quality checks on the acoustic track data following acquisition
- Process all required acoustic and track data

c. DPS Operator. This position is responsible for operating the DPS in support of LSV trial operations. The DPS operator is located in the DPS Lab onboard the LSVSB. Specifically, the data systems operator shall:

- Strip ODAS tapes from the recorded format to the archive format
- Perform narrowband processing (FFT's)
- Develop time series plots for all sensors
- Develop one-third-octave (OTO) plots and other special processing
- Conduct system and data back up procedures
- Identify urgent system maintenance requirements

3.2.2 DATA SYSTEM MAINTENANCE.

Data system maintenance shall focus on keeping the current configuration of hardware and software operational, documented and ready to support data acquisition and processing. [NOTE: This focus is as opposed to

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 20 OF 156
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

defining upgrades, programming system improvements and manipulating system performance.] In this regard, maintenance emphasis is on reliable, predictable, repeatable system performance. The contractor shall maintain the LSV data systems to ensure they are available to support operational data acquisition requirements as well as post-operational needs of data customers.

3.2.2.1 PMS.

The contractor shall conduct all PM as defined in references (C), (N) and (Y). The contractor shall report to the government any PM checks or work action that produces results that are indicative of equipment failure or will cause a reduced capability or performance. The contractor shall review maintenance periodicity and recommend changes.

3.2.2.2 REPAIRS.

The contractor shall complete all repairs and corrective action to return systems to operational status; track all casualties and associated corrective actions in accordance with references (C) and (Y); and ensure all ODAS baseline sensors, listed in reference (U), are operational and calibrated.

3.2.2.3 LOGISTICS.

The contractor shall provide logistics support for LSV data systems and associated support systems in accordance with references (C), (M), and (S). This includes:

- Preparing requisition ordering documents
- accomplishing inventory and receipt control, record keeping, certification documentation, storing and issuing
- maintaining system technical documentation and operational and maintenance procedures
- configuration control and administration and
- review of inventory (quantity and usage) and recommend changes to on-hand material to support the **KOKANEE Annual Trial Schedule**

3.2.2.4 CONFIGURATION CONTROL.

The contractor shall accomplish routine configuration control tasks such as: annual updates of the Design Certification Baseline Report (DCBR) and configuration baseline, equipment audit reports, maintaining documentation. These are described in references (C), (L) and (Y).

3.2.2.5 INVENTORY.

The contractor shall conduct annual inventories of all Data System equipment.

3.2.5.6 BASELINE CAPABILITIES.

The contractor shall maintain the capability to generate and update, as necessary, all Data System related script and system support files including all system device drivers, configuration files, operational script files, sensor databases, etc. These are described in references (K), (N), (T), (U), (V) and (X).

NAME OF OFFEROR OR CONTRACTOR

Section 3.2 Data requirements Summary**3.2.1 Mark Classified Documents****3.2.1.3 Report of sensor data (sensor hit list)****3.2.1.4 Document system problems or changes****3.1.2.4 Urgent system maintenance requirements****3.2.2.1 PM failures****3.2.2.3 Requisition documents****3.2.2.3 Changes to inventory****3.2.2.4 DCBR****3.2.2.5 Inventory report****4 TASK II, ARD AND PROJECT SUPPORT**

The contractor shall provide engineering, technical and related services and material to accomplish Code 70 project support under delivery order tasks within the following six general areas:

- test support
- instrumentation support
- engineering design and system development
- data acquisition, processing and analysis
- facility, test fixture, model and system support; and
- special analyses

Some delivery order tasks will involve performance of ARD support activities on-site at Bayview. The contractor shall nominally support activities at the ARD 8-12 hours per day, six days per week. However, acoustic tests requiring data acquisition with on-lake facilities are usually conducted at night, particularly during the summer months. As needed, the contractor shall be required to support night and 24-hour per day operating schedules, including Saturdays, Sundays, and Holidays. Specific requirements will be identified in individual delivery orders.

The ARD Administrative Organization for Task II Delivery Orders will include a technical point of contact (TPOC) who will answer technical, schedule and other questions related to the task.

4.1 TEST SUPPORT AREA

Under this area, the contractor shall accomplish the following types of support:

- hardware and software development
- configuration of facilities and test platform configuration and assembly of instrumentation into integrated measurement systems
- transport and handling of material, hardware, and vehicles to facilities and test ranges
- operation of propulsion systems such as diesel or gas powered out drives, and electrical power systems such as diesel or gas turbine electrical generators and their associated power distribution systems
- operation of cable handling systems
- operation of rigging equipment

NAME OF OFFEROR OR CONTRACTOR

- plan and coordinate technical and engineering services required for test execution
- setup and operation of the measurement system required for data acquisition
- conduct of system calibration and certification
- provide recommendations to resolve any technical or operational problems
- categorize, file, document and store test results
- support testing at the buoyant vehicle and other ranges
- operate work and personnel transfer boats during test preparation and execution
- similar test support in other areas, and
- other test support.

4.2 INSTRUMENTATION SUPPORT AREA

Under this area, the contractor shall accomplish the following types of support:

- develop and implement preventive maintenance (PM) plans and procedures
- develop repair procedures and plans
- conduct PM and repairs
- establish and maintain maintenance records
- establish preventive maintenance schedules
- maintain configuration management documentation on equipment and its operational status
- establish and maintain a method of inventory and stock control for consumable supplies, materials, and spare parts
- identify material stocking requirements
- identify suppliers and prepare specifications for government material procurement
- maintain status on ordered material
- conduct receipt inspections and configuration management audits on new and repaired equipment
- prepare and package equipment for shipment
- develop, maintain, and execute an instrumentation calibration program
- develop and implement instrumentation certification procedures, and
- other instrumentation support.

4.3 ENGINEERING, DESIGN AND SYSTEM DEVELOPMENT AREA

Under this area, the contractor shall accomplish the following types of support:

- develop recommendations and design approaches for measurement support system modification and improvement
- perform electronic, electrical, mechanical and structural engineering design efforts for in-water, on-water, sub-surface and shore-based test facilities, equipment, physical models, test vessels and platforms
- develop specifications and installation requirements
- conduct cost analyses and cost-design tradeoffs
- conduct hardware and software integration and performance evaluation
- perform interface engineering, and prepare design documentation

NAME OF OFFEROR OR CONTRACTOR

- perform system component fabrication/assembly, integration, installation and performance verification
- perform software design, modification and integration
- utilize and maintain ARD AUTOCAD systems
- prepare, update and maintain system documentation
- develop, implement and maintain a configuration plan and procedures for systems, equipment and models used in ARD tests, and
- other system development support.

4.4 DATA ACQUISITION, PROCESSING AND ANALYSIS AREA

Under this area, the contractor shall accomplish the following types of support:

- conduct test and experiment data collection
- operate, maintain and update analog and digital signal processing equipment, and analog to digital conversion systems
- conduct data stripping and processing
- measurement and support system calibration and certification
- process and validate test and experiment data
- prepare and validate data packages and support documentation
- support data interpretation
- prepare analysis results and documentation reports
- operate and maintain data recording and storage equipment, and
- other data and processing support

4.5 FACILITY, TEST FIXTURE, MODEL AND SYSTEM SUPPORT AREA

Under this area, the contractor shall accomplish the following types of support:

- support model operations and configuration changes
- apply and groom model treatments
- accomplish and document hull, mechanical and electrical configuration changes on pressure vessels including execution of certification systems
- develop and implement PMS systems for HM&E equipment
- operate, maintain and repair test platforms
- install, operate, calibrate, and repair data acquisition systems
- perform test equipment and device rigging
- perform welding, metal fabrication and machine shop operation
- fabricate, construct, assemble, integrate, install and demonstrate components, devices and systems to support test projects
- operate and maintain local area network equipment, and
- other system support

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
24 OF 156

NAME OF OFFEROR OR CONTRACTOR

4.6 SPECIAL ANALYSIS AREA

Under this area, the contractor shall perform and document technological, mechanical, structural, hydrodynamic, acoustical, signal processing, program, logistic, environmental, facility and other analyses in support of test programs, test fixtures, facilities and other technical requirements.

NOTE: SECTIONS 5 THROUGH 13 APPLY TO ALL ASPECTS OF THE STATEMENT OF WORK.

5 WORK ATTRIBUTES

For all delivery orders issued under this contract, the contractor shall adhere to these aspects of work control, training and documentation:

5.1 SAFETY.

Ensure that all maintenance and operations are conducted with the HIGHEST regard for personnel and material safety. In this regard, the contractor shall provide a written company policy, which reflects and incorporates reference (E). [CDRL A005]

5.2 QUALIFICATIONS AND TRAINING.

Develop and maintain a qualified work force as described in references (B) and (D). Reference (D) describes the training and qualification to perform activities associated with Task I. In support of this requirement, the contractor shall provide and maintain a qualification and training plan for vehicle and data systems operations and maintenance personnel. This plan shall include training records and be available for periodic audit by the government. [CDRL A008] For Task II operations, the contractor shall identify and complete special training and planning prior to new test evolutions.

5.3 MAINTENANCE PROCEDURES.

Ensure that all Task I maintenance is accomplished with written procedures and commencement is authorized by the government (LSV CDE or DE) through written or verbal approval. Ensure that Task II maintenance is accomplished with appropriate procedures and commencement is authorized by the government (Project Engineer, Project Technician, Facilities Manager or Foreman) through written or verbal approval. Development of documentation prior to the conduct of maintenance ensures proper review of the action and forms a record of accomplishment and is applicable to future maintenance.

5.4 SECURITY.

Ensure all personnel are knowledgeable and adhere to the requirements of the ARD Security Manual, reference (F) and other applicable local instructions.

5.5 QUALITY ASSURANCE.

Establish a physical Quality Assurance (QA)/Quality Control (QC) program in accordance with references (C) and (J) and develop data QA/QC procedures for Task I maintenance. The contractor shall also conduct work using prescribed safety and quality assurance practices and procedures such as tag outs, two person inspection and

NAME OF OFFEROR OR CONTRACTOR

compartment closeouts per references (B), (C) and (N). [NOTE: These references may not specifically apply to Task II work.]

5.6 CERTIFICATION SYSTEM.

Ensure work within the certification boundary, reference (A), is fully documented (Re-entry control)

5.7 SMALL BOATS.

Require boat operators to complete the Idaho Safe Boating Correspondence course, reference (G), prior to boat operations.

5.8 OPERATING PROCEDURES.

Comply with the Operating Procedures, Emergency Procedures and Administrative Instructions of reference (B) during on-lake and in-barge operations for Task I. The government will provide specific procedures and instructions for tests and evolutions under Task II.

5.9 ACCOUNTING.

Ensure individual work hours and accomplishments are logged per project and work breakdown elements using a WBCA/WBLT or similar database. Reference (J) is the WBCA description.

5.10 CLEANLINESS.

Ensure that the cleanliness of spaces is routinely maintained such that a special cleanup for visitors is not normally required. Spaces requiring services include the office and labs listed in Section 10 (contractor spaces) and the LSVSB, support craft, supply areas and other work areas, barges, offices, and storage areas. [NOTE: The size of the spaces and frequency of visitors requires continuous cleanliness maintenance attention.]

5.11 DOCUMENTATION.

Computer products shall be documented in accordance with CDRL A003, Drawings shall adhere to CDRL A004.

6 PLACE OF PERFORMANCE

The contractor shall perform work on-site at the ARD, and off-site at contractor or sub-contractor and government facilities as required to accomplish delivery order tasks.

7 DOCUMENTATION

Documentation shall be provided by the contractor in accordance with the issued delivery orders.

8 GOVERNMENT FURNISHED INFORMATION/EQUIPMENT/MATERIAL

The government shall provide access to facilities, systems, equipment, system and equipment manuals and documentation, test equipment, tools and consumable materials to support work performed at the ARD. Specific GFM will be identified in individual delivery orders. Potential GFM is identified in reference (P).

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
26 OF 156

NAME OF OFFEROR OR CONTRACTOR

9 CONTRACTOR FURNISHED MATERIAL

The contractor shall acquire material that is necessary to accomplish the work, whether on-site at the ARD or off-site, and which is not provided by the government as GFM. Specific contractor furnished material (CFM) requirements will be identified in individual delivery orders.

10 CONTRACTOR SPACES

In support of this SOW, specific spaces on-site at the ARD will be assigned to the contractor as GFM/GFE under issued delivery orders. The contractor's responsibilities for these spaces include cleanliness, physical security, information security, and safety in accordance with references (E) and (F). The spaces are:

Space/Location	Current Use
LSV Support Barge Contractor's Office	O&M Contractor Project Manager & Secretary
LSV Support Barge Mechanics Lab	Mechanic Lead, Planning, Records, hydraulic Lab
LSV Support Barge Electrical/Electronics Lab	Electronic and Electrical Maintenance
LSV Support Barge ODAS Lab	ODAS Configuration and Maintenance
LSV Support Barge Control Lab	Battery Charging Terminal, SCC Terminal, ODAS Terminal
LSV Support Barge Data Processing Lab	ODAS Data Reduction and Analysis
Radiated Noise Barge	RNDAAS Lab
Data Processing Trailers	Buoyant Vehicle Data
Building 1 Supply	LSV Supply and warehouse
Trailer (approx 30 x 50) ¹	ILS, Planning, Documentation
Trailer (approx 12 x 40) ¹	RNDAAS ILS, Planning, Documentation

¹ NOTE: These trailers are currently leased by incumbent contractors for direct charged work for ARD projects. The "footprint" for these or similar temporary spaces will be available for contractor offices.

11 SECURITY

All contractor personnel performing work at the ARD are required to possess a SECRET clearance. Contractor personnel performing classified work at other locations are required to possess a clearance at the appropriate level. The highest level of clearance required is SECRET. Access to classified information at contractor and government facilities will be on a strict "need-to-know" basis. The ARD, including most contractor occupied spaces, is NOT authorized for open storage of classified material. The contractor shall ensure proper storage and safeguarding of classified material and personnel access in accordance with reference (F).

12 OTHER REQUIREMENTS**12.1 TECHNICAL INSTRUCTIONS**

Performance under issued delivery order tasks will be subject to technical guidance provided in Technical Instructions as GFI from time to time by the Contracting Officer's Representative (COR). Such guidance will

NAME OF OFFEROR OR CONTRACTOR

generally take the form of equipment O&M schedules, priorities, and details that amplify delivery order tasks. The contractor shall respond immediately if he believes the Technical Instruction is tasking beyond the scope of the subject delivery order.

12.2 PROGRAM COORDINATION.

The contractor shall establish an on-site program management and coordination capability at the ARD in the form of a program manager. The program manager shall control the quality, completeness, and timeliness of all task completions and deliverables defined by delivery orders issued under the contract. The program manager shall organize contractor assets and personnel necessary to pursue task execution on a daily basis. This includes participating in providing technical guidance to the scientific community at the ARD with regard to measurement and processing system instrumentation implementation, data requirements, test planning, and other work in progress relating to task completion; generating high quality technical documentation on task completion; and contributing in discussions at scientific and contract meetings to disseminate information and results of experiments and instrumentation system functionality, as well as contract performance. The contractor's program management shall contribute in creating schedules, task planning, and coordinating with Government representatives and the COR for completion of delivery order tasks. Program coordination requires review and control of the contractor staff to ensure the most cost-effective use of resources.

12.3 ACCOUNTING AND WORK EFFORT TRACKING.

The contractor shall account for time and materials expended for each delivery order in accordance with a work breakdown structure for task areas and types of work, included in the delivery order. The delivery order will specifically identify the work breakdown structure for cost accounting. Monthly reports shall include a summary of current and cumulative expenditures for each delivery order, including labor hours (regular and overtime), cost of labor, cost of materials, travel expenditures, a delivery order subtotal, and the current and cumulative totals billed to the contract. The contractor shall administer the WBCA database (see reference (J)) for all personnel assigned to the contract. In addition, the contractor shall provide a monthly progress and status report for all active delivery orders.

12.4 HOLIDAYS

The contractor shall align company holidays for the onsite work force to government holidays. Work on holidays is not normally planned, but may be required subsequent to emergent system or program needs.

Government Holidays are:

New Years Day (January 1st)

Martin Luther King Day, (also referred to as Civil Rights Day)

President's Day

Memorial Day

Independence Day (July 4th)

Labor Day

Columbus Day

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

28

OF

156

NAME OF OFFEROR OR CONTRACTOR

Veteran's Day (November 11th)

Thanksgiving [NOTE 1: The day after Thanksgiving is not government holiday. However, every effort will be made by the government to adjust work requirements in order to offer the opportunity for leave for contractor personnel on this day.]

Christmas (December 25th)

NOTE 2: "Holiday" also includes any Federal Holidays declared after contract award by statute or Executive Order.

12.5 YEAR 2000 (Y2K) COMPLIANCE

The Contractor shall provide Y2K compliant information technology for such technology developed under this contract.

13 REFERENCES

The following documents referenced herein provide information necessary for the conduct of this statement of work. All references will be available to offerors upon request.

(A) LARGE SCALE VEHICLE REQUIREMENTS MANUAL (FOUO)

Location: ARD/Carderock

(B) KOKANEE Technical Policy Instructions, as defined by KOKANEE Technical Policy Instruction LSV-AI.000

Location: ARD/Carderock

(C) KOKANEE Craft Maintenance Plan

Location: ARD/Carderock

(D) KOKANEE and Related Systems Contractor Qualification Cards

(E) ARDSTAORD 5100.1 OCCUPATIONAL SAFETY AND HEALTH MANUAL

(F) ARDSTAORD 5530.1 Physical Security Plan for the ARD

(G) Idaho Boating Basics Regulations

(H) Military Standard Engineering Drawing Practices (DOD-STD-1000C), *for guidance only*,

(I) Sample Schedules

(J) Work Breakdown for Cost Accounting (WBCA) User Guide/System Description.

(K) RNB Calibration and PM Schedule (RNB-000050)

(L) Acoustic Measurement System Configuration Management Plan

(M) ARDSTAORD 4491.3 NSWC ARD Procurement Guide

(N) RNDAAS System Description

(O) RNDAAS Pretrial Procedure and Checklist (RNB-000060)

(P) List of Government Furnished Material for LSV Operations and Maintenance Contract

(Inventory shall be incorporated into the contract at award)

(Q) Mil-Std 481B, Configuration Control, *for guidance only*

(R) Corrective Action Request/Report (CARR) Database

(Annual Summary for FY96 and 97)

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

29

OF

156

NAME OF OFFEROR OR CONTRACTOR

- (S) User's Guide, ILSMIS 4.3, March 1997
- (T) LSV ODAS System Description
- (U) Example LSV Sensor Database
- (V) ODAS Sensor Calibration Procedure
- (W) *KOKANEE* Weight Control Program Description
- (X) Data Processing System (DPS) Description
- (Y) Sensor Configuration Management Plan
- (Z) Naval Facilities Engineering Command, Management of Weight Handling Equipment, P-307, October 1996

14 GLOSSARY OF TERMS

The following definitions and descriptions are provided to clarify the understanding of terms used within this SOW.

ARD- Acoustic Research Detachment

ATACS- Acoustic Tracking And Communication System. This system includes components on-board *KOKANEE*, on the lake bottom and on the Radiated Noise Barge. It is used for underwater navigation and communication of the *KOKANEE*.

Auditable- Records or documents that can be compared to a standard for completeness, accuracy and conformity.

Availability- A vehicle condition such that the vehicle will be ready to execute an underway and range trial in accordance with the *KOKANEE* Schedule. This may include being ready for other more subtle trials as defined by the *KOKANEE* Schedule

CDE- Command Duty Engineer. This is an LSV watch position filled by government personnel upon completing specific qualifications. The CDE is assigned for all underway tests and in barge wet tests.

CDRL- Contract Data Requirements List

CFM- Contractor Furnished Material

COR- Contracting Officer's Representative

DE- Duty Engineer. This is an LSV watch position filled by government personnel upon completing specific qualifications. The DE is assigned daily, in-port to coordinate maintenance, repairs and project test preparations. Underway, the DE executes the underway procedure to accomplish the trail objectives.

DCBR- Design Certification Baseline Report. This is a configuration control document for the RNDAAS.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00167-98-R-0027	30	OF	156
NAME OF OFFEROR OR CONTRACTOR				

DPS- Data Processing System lab. This lab processing LSV on-board acoustic data.

Emergent- Any unanticipated condition that has emerged as a result of test data, material delivery dates, *KOKANEE* Schedule, unexpected failures, etc. This does not refer to a condition that necessarily requires emergency attention (though an emergent condition may require emergency attention depending on the criticality of the condition).

Entry- Accessing any *KOKANEE* on-board system or component that involves: removing a cover, disassembly or removal of any component, breaking a make & break cable connection, cutting any wires or leads, threatening the integrity of the component or system through the application or potential application of power, heat, cooling or undue force or shock.

GFE/I/M- Government Furnished Equipment/Information/Material

GFY- Government Fiscal Year (10/1-9/30)

GNC- Guidance, Navigation and Control. This is a suite of computers and associated software that enable autonomous operations of *KOKANEE*.

HME&CC- All hull, mechanical and electrical (HME) components and systems on *KOKANEE*; all electronic and microprocessor components, assemblies, interfaces and wiring of the submarine command & control (C2) systems, located in various locations on the submarine and off-hull; various supporting command & control software.

KCE- *KOKANEE* Chief Engineer. This is a government position assigned by the Commander, NSWCCD. The KCE is responsible for operations, maintenance and safety of personnel and equipment for the LSV Program.

ISMS- Intermediate Scale Measurement System: A test range on Lake Pend Oreille located generally north of the *KOKANEE* range.

ILS- Integrated Logistic Support: Nominally defined as providing material, engineering administration, configuration control support of the *KOKANEE* engineering support services effort.

KOKANEE Schedule- Definition of the program tests required to be conducted by *KOKANEE*. Includes implicit requirements to prepare for and be able to support tests not accomplished due to emergent failure or weather as soon as possible after an aborted underway. The *KOKANEE* Schedule will be published at least once a quarter, however the schedule is dynamic and change should be anticipated.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 31 OF 156
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

LFHB- Large Floating Hoist Barge, otherwise known as the Yellow Barge. This barge is normally located in the center of Scenic Bay. It can be seen from the shoreline. The LFHB has two 100 ton lift cranes which can be used to let-down *KOKANEE* to a submerged position to meet infrequent trial or utilization requirements.

LSV- Large Scale Vehicle, *KOKANEE*, an unmanned, self-propelled, 1/4 scale submarine, that is approximately 10 feet in diameter, 90 feet long and displaces 150 tons submerged. The *KOKANEE* mission is to support hydrodynamic, acoustic, and structural Research, Development, Test and Evaluation (RDT&E) of subsea technology for the Navy.

LSV Crew Member- A government or contractor employee who has completed specific qualifications for operations and maintenance on the *KOKANEE*.

LSVSAFE- All components defined within the boundary that is considered critical to the SAFETY OF THE VEHICLE TO RECOVER from a critical or severe failure while operating on the lake. Also includes the philosophy and maintenance process control that is applied to the systems within this boundary when work is required.

LSVSB- The LSV Support Barge. This barge provides industrial support for LSV operations and maintenance activities.

MSP- Model Support Platform. This is a floating model lift and maintenance platform.

MDS- Maintenance Data System. This is a database of *KOKANEE* maintenance requirements and periodicities.

NSWCCD- Naval Surface Warfare Center, Carderock Division

ODAS- The On-board Data Acquisition System (previously, the On-board Instrumentation System - OIS). Includes all sensors, cabling, filter assemblies, processors, recording system, the ODAS control computer with resident software and any other supporting interfaces installed on *KOKANEE* to support the acquisition of test data for off-line trials performance analysis.

O&M- Operation And Maintenance

Pedigree- Certification (paper document) by a certified authority that the component is indeed the appropriate component made of the documented materials from foundry to implementation.

PMS- Preventive Maintenance System. This is a systematic approach to maintenance that services equipment prior to failure to extend service life and reduce costs.

POA&M- Plan Of Action And Milestones

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 32 OF 156
---------------------------	---	-----------------------------

NAME OF OFFEROR OR CONTRACTOR

Policy Instructions- These are the instructions included within references (A) through (C) that provide Process Control Definition. Specifically these documents define the process or methodology for controlling the conduct of work such as calibrations, system isolation for entry, re-entry into LSVSAFE certified systems, undocking, underway operations, etc.

Procedures- These are written and developed procedures for the conduct of maintenance on *KOKANEE* and interfacing systems. Nominally includes any equipment within the Support Barge area, control lines and signals, and structural support systems, propeller removal hardware, Synchrolift, barge ballast tanks, catwalks, cranes).

R&D- Research And Development

SCC- Ship Control Computer. This is a computer on-board the *KOKANEE* that hosts the Autonomous Control Software program. The SCC directs underway operations in accordance with the program and operator commands.

RDT&E- Research, Development, Test And Evaluation

RNB- Radiated Noise Barge

RNDAAS- Range Noise Data Acquisition and Analysis System, equipment located on the lake and instrumentation located within the Radiated Noise Barge used for the acquisition of data in the real- time

SET- Systems Engineering Team

SOW- Statement of Work

Support Barge- See LSVSB

Support Facilities- All program assets located on-site to support operations, maintenance and integrated logistics support. These include, but are not limited to the LSV Support Barge, the LSV Tender, The Radiated Noise Barge (HM&E only), several small craft dedicated to the LSV program and work spaces at ARD which are assigned to the LSV program. The ATACS system ,including the submerged buoys on the lake, is not considered part of the Support Facilities, but part of the *KOKANEE* vehicle systems due to its C2 role in operating the vehicle and the subsequent controls required in maintenance and operation of this system.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

33

OF

156

NAME OF OFFEROR OR CONTRACTOR

WBLT/WBCA. Work Breakdown for Labor Tracking/Work Breakdown for Cost Accounting. WBLT/WBCA are synonymous. This is a PC based database which tracks actual hours worked, work accomplished and project billed on a daily basis.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

34

OF

156

NAME OF OFFEROR OR CONTRACTOR

SECTION E Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	APR 1984
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

35

OF

156

NAME OF OFFEROR OR CONTRACTOR

SECTION F Deliveries or Performance**CLAUSES INCORPORATED BY REFERENCE:**

52.242-15 Stop-Work Order (AUG 1989) Alternate I
52.247-34 F.O.B. Destination

APR 1984

NOV 1991

CLAUSES INCORPORATED BY FULL TEXT**52.211-8 TIME OF DELIVERY (JUN 1997)**

(52) The Government requires delivery to be made according to the following schedule:

The ordering period under the resultant contract shall be for a period of sixty months from the date of award in accordance with 52.216-18 entitled "ORDERING" (Oct 1995). Specific delivery requirements shall be indicated in individual delivery orders when they are issued and the contractor may not be required to make deliveries under this contract after 90 days after the end of the contract ordering period in accordance with 52.216-22 entitled "INDEFINITE QUANTITY" (Oct 1995).

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
36 OF 156

NAME OF OFFEROR OR CONTRACTOR

SECTION G Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE:

NONE

252.242-7000 Postaward Conference

DEC 1991

CLAUSES INCORPORATED BY FULL TEXT**SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-
AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an **original and four (4)** copies, to the contract auditor* at the following address:

TO BE SPECIFIED AT TIME OF AWARD

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to:

TO BE SPECIFIED AT TIME OF AWARD

Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

37

OF

156

NAME OF OFFEROR OR CONTRACTOR

(7) Costs incurred and allowable under the contract

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

* _____ is required only with the final invoice.

_____ is not required.

(f) A Certificate of Performance

_____ shall be provided with each invoice submittal.

* _____ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

REPORTING REQUIREMENTS (JUN 1996) (NSWCCD)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
38 OF 156

NAME OF OFFEROR OR CONTRACTOR

SECTION H Special Contract Requirements**CLAUSES INCORPORATED BY REFERENCE:**

NONE

CLAUSES INCORPORATED BY FULL TEXT**PAYMENT OF FIXED-FEE UNDER COST-PLUS-FIXED-FEE (COMPLETION) INDEFINITE QUANTITY CONTRACTS (JUN 1996) (NSWCCD)**

- (a) The orders issued under this contract shall be of the cost-plus-fixed-fee completion form. This pricing form provides for payment to the contractor of a negotiated fee that is fixed at the inception of the order. In as much as the orders are issued under the authority of the base contract, the fee fixed for individual orders will be distributed at the same proportional rate to the estimated cost of the order as the fixed-fee is proportional to the estimated cost in the base contract. This method of fee distribution is for administrative convenience and is not establishing the fee amount on the estimated cost of each order since the fee established in the base contract was established by use of weighted guidelines or competitive cost realism.
- (b) The fixed fee does not vary with actual cost, but may be adjusted as a result of changes in the work to be performed under the order. The order shall require the contractor to complete and deliver the specified end product (e.g., a final report of research accomplishing the goal or target) within the estimated cost, if possible, as a condition for payment of the entire fixed fee. However, in the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.
- (c) In addition, this contract does not allow for the application of fee on Support Cost items. Therefore, ceilings established for Support Costs shall be identified as "not-to-exceed" items and should be tracked separately. Should the estimated costs associated with the labor portion (i.e., not identified as Support Cost items) of any order be reduced, the fee shall be reduced accordingly even if there is not overall reduction in the total estimated cost of the order.

LIABILITY INSURANCE REQUIREMENTS

The following types of insurance are required in accordance with FAR Clause 52.228-7 and shall be maintained in the minimum amounts shown:

1. Comprehensive General Liability: Bodily Injury Liability Insurance coverage written on the comprehensive form of policy of at least \$1,000,000 per occurrence. No property damage general liability insurance is required.
2. Automobile Insurance: \$400,000 per person and \$1,000,000 per occurrence for bodily injury and \$40,000 per occurrence for property damage. Comprehensive form policy is required.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

39

OF

156

NAME OF OFFEROR OR CONTRACTOR

3. Standard workmen's compensation and employer's liability insurance (or, where maritime employment is involved, longshoremen's and harbor worker's compensation insurance) in the minimum amount of \$1,000,000.
4. Marine Collision Liability and Protection and Idemnity Liability Insurance in the minimum amount of \$1,000,000.00.
5. Prior to commencement of work hereunder, the Contractor shall furnish the Contracting Officer written evidence of the above required insurance. The policies evidencing purchase of the insurance shall contain an endorsement to the effect that cancellation or material change in the policies, adversely affect the interest of the Government in such insurance, shall not be effective unless the written notice as required by the Contracting Officer or other approving authority is given. When the coverage is provided by self-insurance, prior approval of the Administering Contracting Officer is required for any change or decrease in coverage.
6. The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts awarded hereunder.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 40	OF 156
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.208-9	Contractor Use of Mandatory Sources of Supply	MAR 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	OCT 1997
52.215-2	Audit and Records—Negotiation	AUG 1996
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 1997
52.215-15	Termination of Defined Benefit Pension Plans	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	APR 1998
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	JUN 1997
52.219-9	Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan	AUG 1996
52.219-16	Liquidated Damages-Subcontracting Plan	OCT 1995
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 1995
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-35	Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era	APR 1998
52.222-36	Affirmative Action For Handicapped Workers	APR 1984
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	APR 1998
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-2	Clean Air And Water	APR 1984
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00167-98-R-0027	41 OF 156

NAME OF OFFEROR OR CONTRACTOR

52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-10	Duty-Free Entry	APR 1984
52.225-11	Restrictions On Certain Foreign Purchases	OCT 1996
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	SEP 1996
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copy Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Mandatory Information for Electronic Funds Transfer Payment	AUG 1996
52.233-1	Disputes	OCT 1995
52.233-3	Protest After Award (AUG 1996) Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	OCT 1995
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost Reimbursement (AUG 1987) Alternate II	APR 1984
52.244-2	Subcontracts (Cost-Reimbursement And Letter Contracts) (FEB 1997) Alternate I	AUG 1996
52.244-5	Competition In Subcontracting	DEC 1996
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation If Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Special Prohibition On Employment	JUN 1997
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 42	OF 156
---------------------------	---	------------	-----------

NAME OF OFFEROR OR CONTRACTOR

252.209-7004	Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	JUL 1997
252.219-7003	Small Business And Small Disadvantaged Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7007	Trade Agreements	MAR 1998
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	MAR 1998
252.225-7010	Duty-Free Entry--Additional Provisions	MAR 1998
252.225-7012	Preference For Certain Domestic Commodities	SEP 1997
252.225-7026	Reporting of contract performance outside the United States	MAR 1998
252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings	FEB 1998
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	OCT 1992
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of asserted restrictions--Computer software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	OCT 1988
252.227-7036	Declaration Of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	NOV 1995
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7004	Material Management And Accounting System	SEP 1996
252.242-7005	Cost/Schedule Status Report	MAR 1998
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	NOV 1995

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall –

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

43

OF

156

NAME OF OFFEROR OR CONTRACTOR

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

GOVERNMENT FURNISHED PROPERTY FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

(a) The Government will furnish the following property to the contractor for use in performance of this contract in accordance with the following schedule:

PROPERTY	QUANTITY	DATE
[*]	[*]	[*]

* to be specified in each individual delivery/task order at time of issuance.

(b) The property will be delivered at Government's expense at or near [**]

** The contractor is to insert the address, city or town and state in which plant is located; and if rail transportation is specified in paragraph (a) above, the exact received, as well as the name of the railroad(s).

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within thirty (30) days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the contractor shall notify the Contracting Officer, in writing, thereof.

SUBSTITUTION OR ADDITION OF KEY PERSONNEL (JUN 1996) (NSWCCD)

(a) The contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by Section L of the solicitation to fill the requirements of the contract. No substitutions or additions of personnel shall be made except in accordance with this provision.

(b) The contractor agrees that during the first 180 days of the contract performance period, no personnel substitutions or additions will be permitted unless such substitutions or additions are necessitated by an individual's

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
44 OF 156

NAME OF OFFEROR OR CONTRACTOR

sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and/or addition of personnel and promptly notify the contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery/task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JUN 1996) (NSWCCD)

(a) The COR for this contract is:

Name: TO BE DETERMINED

Mailing Address: TO BE DETERMINED

Code:

Telephone No.:

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
45 OF 156

NAME OF OFFEROR OR CONTRACTOR

not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery/task order).

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery/task order, until the ordering officer has issued a modification to the delivery/task order); or until the issue has been otherwise resolved.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JUN 1996) (NSWCCD)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME – ELAINE D. WESCHLER
ADDRESS CODE 3321
TELEPHONE 301-227-1696

ORGANIZATIONAL CONFLICT OF INTEREST (JUN 1996) (NSWCCD)

This provision provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two (2) underlying principles which this provision seeks to avoid are preventing the existence of conflicting roles that might bias a contractor's judgement and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing or mitigating organizational conflicts of interest.

(a) If, under this contract, the contractor will provide systems engineering and technical direction for a system, but does not have overall contractual responsibility for its development, integration, assembly, checkout or production, the contractor shall not be awarded a subsequent contract to supply the system or any of its major components, or to act as consultant to a supplier of any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction. The term of this prohibition shall endure for the entire period of this contract and for two (2) years thereafter.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

46

OF

156

NAME OF OFFEROR OR CONTRACTOR

(b) If, under this contract, the contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the contractor shall not be permitted to furnish these items, either as a prime or subcontractor. The term of this prohibition shall endure for the entire period of this contract performance and for either two (2) years thereafter or the duration of the initial production contract whichever is longer. This rule shall not apply to contractors who furnish specifications or data at Government request or to situations in which contractors act as Industry representatives to help Government agencies prepare, refine or coordinate specifications, provided this assistance is supervised and controlled by Government representatives.

(c) If, under this contract, the contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the contractor shall not supply the system, its major components, or the service unless the contractor is the sole source, the contractor has participated in the development and design work, or more than one contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(d) If, under this contract, the contractor will provide technical evaluation of products or advisory and assistance services, the contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(e) If, under this contract, the contractor gains access to proprietary or source selection information of other companies in performing advisory assistance services for the Government, the contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the Contracting Officer.

LIMITATION OF LIABILITY/INCREMENTAL FUNDING (JUN 1996) (NSWCCD)

(a) This contract is incrementally funded and the amount currently available for payment hereunder is limited to [*] inclusive of fee. It is estimated that these funds will cover the cost of performance through [**]. Subject to the provisions of the clause FAR 52.232-22, "Limitation of Funds (Apr 1984)" in Section I of this contract, no legal liability on the part of the Government for payment in excess of [*] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

* enter the amount which is currently available for payment

** enter the date through which funds are estimated to cover

(b) If an individual delivery/task order is to be incrementally funded, the provision will be applicable to such delivery/task order and will be completed with the appropriate amounts and date.

ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (JUN 1996) (NSWCCD)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

47

OF

156

NAME OF OFFEROR OR CONTRACTOR

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(c) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes"

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

48

OF

156

NAME OF OFFEROR OR CONTRACTOR

ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (JUN 1996) (NSWCCD)

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(d) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the effective date through sixty (60) months thereafter.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

49

OF

156

NAME OF OFFEROR OR CONTRACTOR

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$25,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order in excess of **\$3,000,000.00**;

(2) Any order or combination of orders in excess of **\$4,000,000.00**; or

(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **ninety (90) days after the end of the ordering period**.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 50 OF 156
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TO BE DETERMINED or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 1984) (DEVIATION)(1998)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

51

OF

156

NAME OF OFFEROR OR CONTRACTOR

(c) The Contractor shall include this clause in every subcontract that contains the clause of this contract entitled "Equal Opportunity."

52.222-26 EQUAL OPPORTUNITY (APR 1984) (DEVIATION)(1998)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Note: It shall not be a violation of E.O. 11246 for a contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. See 22.807(b)(4).
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to--
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion;
 - (iv) Transfer;
 - (v) Recruitment or recruitment advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall, within 30 days following the award, file Standard Form 100 (EEO-1), or any successor form, unless filed within 12 months preceding the date of award.
- (8) The Contractor shall permit access to its premises by the contracting officer or the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of conducting on-site compliance reviews and inspecting such books, records, accounts, and other materials as may be relevant to an investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

52

OF

156

NAME OF OFFEROR OR CONTRACTOR

part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Sr. Electronic Technician	\$17.26	+45%
Electronic Technician II	\$15.73	+45%
Electronic Technician I	\$14.83	+45%
Electrical Technician II	\$15.73	+45%
Electrical Technician I	\$14.83	+45%
Sr. Mechanical Technician	\$15.59	+45%
Mechanical Technician II	\$14.83	+45%
Mechanical Technician I	\$12.06	+45%
Sr. Logistician	\$12.75	+45%
Logistician	\$11.13	+45%
ILS Eng. Asst.	\$12.75	+45%
Technical Librarian	\$10.30	+45%
Main. Worker/Rigger	\$14.83	+45%
Boat Cox/Marine Tech.	\$16.58	+45%
Electronic Component Fab.	\$10.30	+45%
Mechanical Comp. Fab.	\$10.30	+45%
Draftsman/CAD Operator	\$12.75	+45%
Computer Operator/Prog	\$14.12	+45%
Secretary/Typist	\$11.48	+45%

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 53 OF 156
---------------------------	---	---

NAME OF OFFEROR OR CONTRACTOR

52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

54

OF

156

NAME OF OFFEROR OR CONTRACTOR

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

55

OF

156

NAME OF OFFEROR OR CONTRACTOR

Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

56

OF

156

NAME OF OFFEROR OR CONTRACTOR

involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
57 OF 156

NAME OF OFFEROR OR CONTRACTOR

frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government. (i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

(Complete according to agency instructions.)

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

58

OF

156

NAME OF OFFEROR OR CONTRACTOR

laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

59

OF

156

NAME OF OFFEROR OR CONTRACTOR

be construed as a waiver of any Government right.

52.232-25 PROMPT PAYMENT (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Due date--(i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
60 OF 156

NAME OF OFFEROR OR CONTRACTOR

arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

61

OF

156

NAME OF OFFEROR OR CONTRACTOR

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

62

OF

156

NAME OF OFFEROR OR CONTRACTOR

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
63 OF 156

NAME OF OFFEROR OR CONTRACTOR

(a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (APR 1998)

-

(a) Definitions.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
64 OF 156

NAME OF OFFEROR OR CONTRACTOR

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION)(1997)

(a) *Government-furnished property.*

- (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—
- (i) All or substantially all of the Contractor's business;
 - (ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or
 - (iii) A separate and complete major industrial operation connected with performing this contract.
- (2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").
- (3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.
- (4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.
- (5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay,

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
65 OF 156

NAME OF OFFEROR OR CONTRACTOR

if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any—

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
66 OF 156

NAME OF OFFEROR OR CONTRACTOR

Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited risk of loss.* (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(iv) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The Contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

67

OF

156

NAME OF OFFEROR OR CONTRACTOR

destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for—

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

68

OF

156

NAME OF OFFEROR OR CONTRACTOR

- (3) A decrease in or substitution of Government-furnished property; or
(4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.248-1 VALUE ENGINEERING (MAR 1989)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

69

OF

156

NAME OF OFFEROR OR CONTRACTOR

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECF is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECF acceptance.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECF in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECF specifically in developing, testing, preparing, and submitting the VECF, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECF.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECF is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECF, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECF or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECF is submitted. It does not include increases in quantities after acceptance of the VECF that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECF acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECF on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECF on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECF results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
70 OF 156

NAME OF OFFEROR OR CONTRACTOR

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) 3 years after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

71

OF

156

NAME OF OFFEROR OR CONTRACTOR

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(figures in percent)

(See Illustration, 52.248-1.)

(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

72

OF

156

NAME OF OFFEROR OR CONTRACTOR

payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
73 OF 156

NAME OF OFFEROR OR CONTRACTOR

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECF is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECF is accepted, the instant contract amount shall be increased, as specified in subparagraph (h)(5) above, by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECF is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(k) Relationship to other incentives. Only those benefits of an accepted VECF not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECF shall not be adjusted because of VECF acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECF accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

74

OF

156

NAME OF OFFEROR OR CONTRACTOR

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

252.219-7005 INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS. (NOV 1995)

(a) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive **ONE (1) percent** of the excess.

(b) The Contractor will not receive this incentive if the Contracting Officer determines that exceeding the goal was not due to the Contractor's efforts (e.g., a subcontractor cost overrun or award of subcontracts planned but not disclosed in the subcontracting plan). Determinations made under this paragraph are not subject to the Disputes clause.

(c) If this is a cost contract, the limitations in FAR Subpart 15.9 may not be exceeded.

(d) This clause does not apply if the subcontracting plan is a plant, division, or company-wide commercial items plan.

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
75 OF 156

NAME OF OFFEROR OR CONTRACTOR

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

252.225-7008 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (DEC 1991)

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

ALL**252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS. (NOV 1995)**

(a) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

76

OF

156

NAME OF OFFEROR OR CONTRACTOR

reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to--

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

77

OF

156

NAME OF OFFEROR OR CONTRACTOR

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

78

OF

156

NAME OF OFFEROR OR CONTRACTOR

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
79 OF 156

NAME OF OFFEROR OR CONTRACTOR

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
	N00167-98-R-0027	80 OF 156

NAME OF OFFEROR OR CONTRACTOR

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data to be Furnished With Restrictions \1/	Basis for Assertion \2/	Asserted Rights Category \3/	Name of Person Asserting Restrictions \4/
(LIST)	(LIST)	(LIST)	(LIST)

\1\ If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

\2\ Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

81

OF

156

NAME OF OFFEROR OR CONTRACTOR

pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\3\ Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\4\ Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. _____

Contractor Name _____

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
82 OF 156

NAME OF OFFEROR OR CONTRACTOR

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights _____

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings. (i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
83 OF 156

NAME OF OFFEROR OR CONTRACTOR

under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data. (1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

84

OF

156

NAME OF OFFEROR OR CONTRACTOR

(k) Applicability to subcontractors or suppliers. (1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION. (JUN 1995)

(a) Definitions. As used in this clause:

(1) Commercial computer software means software developed or regularly used for nongovernmental purposes which--

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1) (i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) Computer database means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) Computer program means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
85 OF 156

NAME OF OFFEROR OR CONTRACTOR

(4) Computer software means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) Developed means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(7) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) Developed exclusively with government funds means development was not accomplished exclusively or partially at private expense.

(9) Developed with mixed funding means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(11) Government purpose rights means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

86

OF

156

NAME OF OFFEROR OR CONTRACTOR

documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(12) Minor modification means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(13) Noncommercial computer software means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(14) Restricted rights apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(14) (i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(14) (ii), (v) and (vi) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose; and

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

87

OF

156

NAME OF OFFEROR OR CONTRACTOR

(D) Such use is subject to the limitation in paragraph (a)(14)(i) of this clause; and

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(14)(iv) of this clause, for any other purpose.

(15) Unlimited rights means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

88

OF

156

NAME OF OFFEROR OR CONTRACTOR

commercial purposes has expired.

(2) Government purpose rights. (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights. (i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(4) Specifically negotiated license rights. (i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

89

OF

156

NAME OF OFFEROR OR CONTRACTOR

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third party copyrighted computer software or computer software documentation. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled data for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
90 OF 156

NAME OF OFFEROR OR CONTRACTOR

Computer Software to be Fur- nished With Restrictions *	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions ****
(LIST)	(LIST)	(LIST)	(LIST)

* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

** Indicate whether development was exclusively or partially at private expense. If development was not a private expense, enter the specific reason for asserting that the Government's rights should be restricted.

*** Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

Signature _____

End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract; the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmitted document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

91

OF

156

NAME OF OFFEROR OR CONTRACTOR

software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
92 OF 156

NAME OF OFFEROR OR CONTRACTOR

(4) Special license rights markings. (i) Computer software or computer documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by Contract No. _____ (Insert contract number) _____, License No. _____ (Insert license identifier) _____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

93

OF

156

NAME OF OFFEROR OR CONTRACTOR

nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation. (1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers. (1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

94

OF

156

NAME OF OFFEROR OR CONTRACTOR

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement:

This order is placed under written authorization from _____ dated _____.

In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

95

OF

156

NAME OF OFFEROR OR CONTRACTOR

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address [include point of contact and telephone number]:

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es);

FAR clauses: <http://www.arnet.gov/far/>

DFARS clauses: <http://www.dtic.mil/contracts/>

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

96

OF

156

NAME OF OFFEROR OR CONTRACTOR

SECTION J List of Documents, Exhibits and Other Attachments

The documents listed are physically included in this solicitation package:

Exhibit A	DD Form 1423	Contract Data Requirement List	3 Pages
Attachment 1	DD Form 1664	Data Item Descriptions	36 Pages
Attachment 2	DD Form 254	Contract Security Classification	2 Pages
Attachment 3	No. 94-2159 REV 7	Wage Determination	8 Pages
Attachment 4		Sample Delivery Order #1	13 Pages
Attachment 5		Sample Delivery Order #2	4 Pages
Attachment 6		Past Performance Questionnaire	3 Pages
Attachment 7		Cost Pricing Format Sheets	2 Pages
Attachment 8	SF-LLL	Disclosure of Lobbying Activities	2 Pages
Attacjment 9		Wage Determination Categories/ Contract Categories	1 Page

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
97 OF 156

NAME OF OFFEROR OR CONTRACTOR

SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

52.203-11	Certification And Disclosure Regarding Payment To Influence Certain Federal Transactions	APR 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

* Offeror is an agency or instrumentality of a foreign government;

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

98

OF

156

NAME OF OFFEROR OR CONTRACTOR

* Offeror is an agency or instrumentality of a Federal, state, or local government;

* Other. State basis. _____

(d) Corporate Status.

* Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

* Other corporate entity;

* Not a corporate entity:

* Sole proprietorship

* Partnership

* Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name _____

TIN _____

52.204-5 WOMEN-OWNED BUSINESS. (OCT 1995)

(a) Representation. The offeror represents that it [] is, [] is not a women-owned business concern.

(b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
99 OF 156

NAME OF OFFEROR OR CONTRACTOR

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.215-4 TYPE OF BUSINESS ORGANIZATION (OCT 1997)

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
100 OF 156

NAME OF OFFEROR OR CONTRACTOR

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as {time} an individual, {time} a partnership, {time} a nonprofit organization, {time} a joint venture, or {time} a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as {time} an individual, {time} a partnership, {time} a nonprofit organization, {time} a joint venture, or {time} a corporation, registered for business in (country) _____.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)

(a)(1) The standard industrial classification (SIC) code for this acquisition is **8711**.

(2) The small business size standard is **13.5M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the ventures earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
101 OF 156

NAME OF OFFEROR OR CONTRACTOR

disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Woman-owned small business concern, as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)(DEVIATION) (1998)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
102 OF 156

NAME OF OFFEROR OR CONTRACTOR

(41 CFR 60-1 and 60-2), or (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that --

(a) Any facility to be used in the performance of this proposed contract ☐ is, ☐ is not listed on the Environmental Protection Agency List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 103 OF 156
---------------------------	---	--------------------

NAME OF OFFEROR OR CONTRACTOR

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102 of the Federal Acquisition Regulation; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.227-7 PATENTS--NOTICE OF GOVERNMENT LICENSEE (APR 1984)

The Government is obligated to pay a royalty applicable to the proposed acquisition because of a license agreement between the Government and the patent owner. The patent number is

[Contracting Officer fill in], and the royalty rate is Contracting Officer fill in] . If the offeror is the owner of, or a licensee under, the patent, indicate below:

_ Owner

_ Licensee

If an offeror does not indicate that it is the owner or a licensee of the patent, its offer will be evaluated by adding thereto an amount equal to the royalty.

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

i. disclosure statement - cost accounting practices and certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offerors proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
104 OF 156

NAME OF OFFEROR OR CONTRACTOR

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official
Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
105 OF 156

NAME OF OFFEROR OR CONTRACTOR

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
106 OF 156

NAME OF OFFEROR OR CONTRACTOR

Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone unites (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity

Description of Interest, Controlled by a Foreign
Ownership Percentage, and

Government Identification of Foreign Government

**252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
(MAR 1998)**

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

**252.219-7000 SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD
CONTRACTS) (JUN 1997)**

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
107 OF 156

NAME OF OFFEROR OR CONTRACTOR

(a) *Definition. Small disadvantaged business concern*, as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR part 124 describes a small disadvantaged business concern as a small business concern--

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) *Representations*. Check the category in which your ownership falls--

_____ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

_____ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

_____ Black American (U.S. citizen)

_____ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

_____ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under section 8(a) of the Small Business Act

_____ Other

(c) *Certifications*. Complete the following--

(1) The offeror is _____ is not _____ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has _____ has not _____ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the offeror--

_____ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
108 OF 156

NAME OF OFFEROR OR CONTRACTOR

to vary that determination.

_____ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) *Penalties and Remedies.* Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

**252.225-7006 BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS
PROGRAM CERTIFICATE (MAR 1998)**

-

(a) Definitions. "Caribbean Basin country end product, designated country end product, domestic end product NAFTA country end product, nondesignated country end product, qualifying country end product, and U.S. made end product have the meanings given in the Buy American Act - Trade Agreements - Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are no offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications. (1) The Offeror certifies that--

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies qualify as "U.S. made end products but do not meet the definition of "domestic end product: [insert line item number]

(ii) The Offeror certifies that the following supplies are qualifying country end products:

[insert line item number]

[insert country of origin]

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
109 OF 156

NAME OF OFFEROR OR CONTRACTOR

(iii) The Offeror certifies that the following supplies qualify as designated country end products:

[insert line item number]

[insert country of origin]

(iv) The Offeror certifies that the following supplies qualify as Caribbean Basin country end products:

[insert line item number]

[insert country of origin]

(v) The Offeror certifies that the following supplies qualify as NAFTA country end products:

[insert line item number]

[insert country of origin]

(vi) The following supplies are other nondesignated country end products.

[insert line item number]

[insert country of origin]

(End of provision)

52.219-1 Small Business Program Representations. (FEB 1998)

As prescribed in 19.304(a), insert the following provision:

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

(1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
110 OF 156

NAME OF OFFEROR OR CONTRACTOR

SECTION L Instructions, Conditions and Notices to Bidders**CLAUSES INCORPORATED BY REFERENCE:**

52.204-6	Contractor Identification Number--Data Universal Numbering System (DUNS) Number	APR 1998
52.215-16	Facilities Capital Cost of Money	OCT 1997
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993
52.237-10	Identification of Uncompensated Overtime	OCT 1997
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

CLAUSES INCORPORATED BY FULL TEXT**RESUME REQUIREMENTS (JUN 1996) (NSWCCD)**

(a) The following information must be provided in the cost proposal, for each resume required to be submitted in the technical proposal:

- (1) estimated annual salary;
- (2) total estimated annual hours;
- (3) total estimated hours to be worked under the proposed contract.

Failure to provide this information may impact the Government's evaluation of contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUN 1996) (NSWCCD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) **DIRECT LABOR** - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

(b) **FRINGE BENEFITS** - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
111 OF 156

NAME OF OFFEROR OR CONTRACTOR

(c) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

SINGLE AWARD FOR ALL ITEMS (JUN 1996) (NSWCCD)

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) (JUN 1997)

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable amendment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch tone telephone. A Customer Number is required to use this system and may be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telegraphic requests are acceptable. Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

Standardization Document
Order Desk, Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Facsimile No. 215-697-2978

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
112 OF 156

NAME OF OFFEROR OR CONTRACTOR

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☒ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (OCT 1997)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
113 OF 156

NAME OF OFFEROR OR CONTRACTOR

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions. (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term ``working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. ``Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 114 OF 156
---------------------------	---	--------------------

NAME OF OFFEROR OR CONTRACTOR

installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
115 OF 156

NAME OF OFFEROR OR CONTRACTOR

the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 116 OF 156
---------------------------	---	--------------------

NAME OF OFFEROR OR CONTRACTOR

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

A. PROPOSAL REQUIREMENTS (NSWCCD) (FEB 1997)) NOTE THE FOLLOWING MANDATORY REQUIREMENTS:

To be considered for award, proposals submitted in response to this solicitation must meet the following mandatory requirements:

1. SECURITY REQUIREMENTS

During performance of delivery orders a certain amount of the work to be performed will require access to classified project data and documentation, and frequent meetings with CDNSWC personnel to communicate information classified to the level of **SECRET**, as indicated on the attached DD Form 254, Contract Security Classification Specification. Since performance of the work requires access to **SECRET** information by all personnel, and also a secure work/storage area for such data as specified in the Form DD 254, the contractor will therefore be required to meet these security requirements, both in terms of project personnel for these tasks and provision of an appropriate work/storage facility. Accordingly, the existence of a **SECRET security** clearance for the offeror's facility and all proposed personnel, shall be addressed in the technical proposal.

The successful offeror not possessing the required clearances within 60 days after date of contract award may be subject to termination in accordance with Clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government.

At the time of the proposal submission, all personnel proposed for work under the contract must be US. citizens.

2. PERSONNEL TRAINING

a. Because the ARD's test support requirements and test facilities are continually evolving to keep current with technological advances and a wide variety of test schedules and objectives, the contractor's personnel will be required to perform different types of task efforts to support different types of testing. In order to provide the anticipated support, the contractor's personnel will have to possess expertise in several related disciplines, requiring some amount of cross training in operation and maintenance of the Acoustic Research Detachment's test facilities and equipment. This cross training will help insure the maximum utilization of personnel while supporting a wide variety of data acquisition and processing requirements, system configuration changes, test equipment maintenance, improvements and support requirements. All scientific/engineering contractor personnel

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 117 OF 156
---------------------------	---	--------------------

NAME OF OFFEROR OR CONTRACTOR

shall perform and contribute to the work effort in support of all the Statement of Work tasks, to the best of their ability and qualifications, whenever and wherever feasible for the most cost effective performance of the contract.

b. It is also desirable to have cross training in the skilled labor categories to ensure maximum utilization of personnel. All skilled labor contractor personnel shall also perform and contribute to the work effort in support of all the Statement of Work tasks, to the best of their ability and qualifications, whenever and wherever feasible for the most cost effective performance of the contract.

NOTE: GOVERNMENT FURNISHED EQUIPMENT/FACILITIES

CDNSWC facilities, computers, technical documents, and laboratory equipment shall be made available in support of tasks issued under this contract. The contractor shall be required from time to time to provide support material necessary for utilization in contract performance.

Local ARD support facilities: The offeror shall identify any local contractor/subcontractor facilities planned to support the proposed contract efforts under Task I or II. Local is defined as within 50 miles of Bayview, ID.

As a minimum, the proposal must clearly provide the following:

B. CONTENT AND FORMAT

1. Proposals shall consist of the following:

a. One signed and completed Request for Proposals set, including the SF33, and all required certifications (Section K).

b. A technical/management proposal, as described more fully below, preferably on blue paper in (7) copies. The **technical/management proposal** shall be severable and shall contain **NO PRICING INFORMATION**.

c. A cost proposal, preferably on yellow paper in (6) copies, consisting of the selected cost data required by - **SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUNE 1996)(NSWCCD)** and completed Section B of this RFP . It is important to pay attention to - **SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (JUNE 1996)(NSWCCD)** and **AGENCY SPECIFIC PROVISION - - RESUME REQUIREMENTS (JUNE 1996) (NSWCCD)** in Section L herein for information required in preparing the cost proposal.

d. Classified information shall not be included in the technical proposal.

In addition, one (1) high density disk 3.5 X 3.75 copy of the cost proposal, using Microsoft EXCEL 5.0, shall be provided. Section B of the Request for Proposals shall be completed with the total proposed amounts for the CLINs so that Section B is consistent with the offeror's cost proposal.

2. Length: The sections shall be as brief as possible, consistent with complete submission. Pages should not exceed 8 1/2 inches in width and 11 inches in length; however, foldout pages depicting such items as sketches,

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 118 OF 156
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

etc., may be used. It is requested that a maximum of 75 pages (double spaced, printed **DOUBLE-SIDED ON RECYCLED PAPER**), including up to 8 foldouts, of double spaced 12 point type be submitted for the technical/management proposal. However, the 75 page limitation does not include attachments or resumes.

3. Differences between proposed format and RFP: Offerors shall provide an explanation, in a clearly understandable format such as a matrix, of any difference between the manner in which the proposal was requested and the manner in which it is actually submitted.

C. TECHNICAL/MANAGEMENT PROPOSAL

The technical/management section shall contain information in the following areas, as applicable (the narrative discussions in the proposal shall be related to the applicable part of Section C by placing the appropriate number at the beginning of the text). Proposals submitted in response to this solicitation shall contain the information outlined below and in the order indicated.

- I. Task I Technical Understanding, Approach And Staffing**
- II. Task II Technical Understanding, Approach And Staffing**
- III. Past Performance**
- IV. Corporate Experience**
- V. Management Plan**

THE OFFERORS SHOULD NOTE THE FOLLOWING SPECIFIC PROPOSAL REQUIREMENTS:

The staffing plan for Task I requires the offeror to propose the labor categories, designate which are key, and propose the hours for each category. This estimate shall be to execute the LSV Annual Trial Schedule found in the SOW. (The Government **DOES NOT** provide the requested labor categories and hours for Task I.) Therefore, the staffing plan becomes a key portion of the proposal, demonstrating the offeror's grasp of the scope and magnitude of the work as well as their methods of quality assurance, cost control and responsiveness.

For Task II, the offeror is required to provide personnel to fill the Government specified categories and hours. This requirement is typical for a contract of this type.

A cover letter shall be used by the offeror to transmit the proposal and is considered part of the proposal. This cover letter shall also be used to transmit any information that the offeror wants to have brought to the Contracting Officer's attention. The Technical proposal shall contain sufficient information to enable Government technical personnel to make a thorough evaluation and arrive at a sound determination regarding the above sections.

Proposal Summary. This summary shall provide a concise statement of the purpose, objectives, and basic problems of the project and shall demonstrate the offeror's overall concept of the work being proposed and plan for accomplishing the objectives and tasks set forth in the Statement of Work (SOW). The summary shall also clearly indicate the reasons why the contract should be awarded to the offeror, with appropriate summary of highlights and reference to the plans and qualifications contained in the Technical/ Management Proposal.

NAME OF OFFEROR OR CONTRACTOR

I. Task I Technical Understanding, Approach And Staffing**1. Task 1 Technical Understanding And Approach**

The offeror shall demonstrate technical understanding of the work to be performed under this contract by providing: a detailed technical approach for performing the Task I **LSV Annual Trial Schedule** over a 12-month period as defined in SOW Section 3.0; and, a narrative discussion of the issues relating to successful accomplishment of Task I. The technical approach shall be such as to enable engineering personnel to make a thorough and complete evaluation and arrive at a sound determination as to whether or not the efforts described will satisfy the requirements of NSWCCD. To facilitate the evaluation, the technical proposal should be sufficiently specific, detailed, and complete to clearly and fully demonstrate that the prospective offeror has a thorough understanding of the requirements for, and technical problems inherent in, the achievement of specifications and work program herein described, and has a valid and practical solution for each contemplated problem. The offeror shall discuss their knowledge and understanding in each of the following:

- a. The role of LSV operations with respect to submarine design support.
- b. Conduct of submerged vehicle maintenance.
- c. Data Acquisition system performance requirements.
- d. The R&D nature of ARD trials and testing.
- e. Operations of waterborne platforms including communications, small craft and multi-ton vessels.
- f. Quantitative acoustic data acquisition, reduction and validation.
- g. Process control and quality assurance of submarine maintenance.

Indicate whether performance of Task I efforts would involve the application of proprietary techniques that would preclude complete disclosure and documentation of the effort.

A simple restatement of information contained in the statement of work will be regarded as lacking in comprehensive technical understanding and consequently the technical proposal will be found unacceptable.

2. Task I Staffing Plan

For SOW Task I, the offeror shall provide the following information:

- a. A technical staffing plan containing contractor-specified positions to be used over a 12-month period to accomplish the **LSV Annual Trial Schedule** in SOW Section 3; an estimate of position man-hour loading for a 12 month period; and a discussion of the rationale used to arrive at the estimates. The plan shall provide for and demonstrate a workforce with sufficient technical capability, breadth (numbers) and depth (experience) to efficiently and effectively accomplish the Task I work and the operations of the KOKANEE Annual Trial Schedule. The plan should provide a rationale for positions, required qualification and experience and state how they contribute to meeting the SOW requirements.
- b. Identify and provide a rationale for each position and identify which are considered "Key" and why.

3. Task I Proposed Personnel

NAME OF OFFEROR OR CONTRACTOR

The offeror shall identify and provide resumes for all personnel proposed for each position identified in the proposed staffing plan. The resume shall contain the information defined in Section II.2.a(2) below.

4. Task I Management Plan

The offeror shall provide a management plan for accomplishing Task I. Identify each management position and its functions, duties and responsibilities, including interfaces with the COR and ARD organization. The personnel proposed for each management position must be identified, and resumes provided.

The plan for managing the accomplishment of Task I per the **LSV Annual Trial Schedule** must address implementation of cost control, multi position staff cross assignment and responsiveness to technical direction.

The plan shall include:

- a. Long term crew stability
- b. The ability to meet widely varying work requirements
- c. Short term and long term changes to hours required
- d. Interaction and responsiveness with the ARD organization
- e. Appropriate levels of oversight to ensure quality products at efficient cost
- f. Where in the organization personnel decisions are made
- g. The cost, responsiveness and technical benefit of the management structure and any contract/subcontract arrangements
- h. Accountability for time, work and cost control

5. Task I On-Going Personnel Qualification And Training Plan

The offeror shall provide a plan for training and qualifying (IAW SOW Section 3.0) personnel to perform multiple positions proposed for Task I accomplishment. The positions requiring personnel pre-qualification are listed in SOW Section 3.1.

The plan shall address:

- a. the scope of training and qualification for all positions
- b. first time and on-going training requirements
- c. how the offeror would achieve workforce flexibility through cross qualification
- d. elimination of dependence on a single person for any function
- e. the ability to sustain the **KOKANEE Annual Trial Schedule** with adequate personnel

6. Task I Transition Plan

The offeror shall provide a transition plan identifying the activities required to bring the proposed staffing to full-performance capability for accomplishing Task I following award.

The plan shall include the following:

NAME OF OFFEROR OR CONTRACTOR

- a. specific activities from time of award to time of turnover to ensure continued operations without disruption.
- b. government assistance required to support personnel qualifications
- c. a POA&M for meeting all transition requirements
- d. a labor estimate to complete the transition plan

II. Task II Technical Understanding, Approach And Staffing**1. Task II Technical Understanding/Approach**

The offeror shall demonstrate a technical understanding of the work to be performed under Task II by providing a narrative discussion of the issues relating to the areas covered by the Task II SOW. The technical approach shall be such as to enable engineering personnel to make a thorough and complete evaluation and arrive at a sound determination as to whether or not the product proposed and described will satisfy the requirements of CDNSWC. To facilitate the evaluation, the technical proposal should be sufficiently specific, detailed, and complete to clearly and fully demonstrate that the prospective offeror has a thorough understanding of the requirements for, and technical problems inherent in, the achievement of specifications and work program herein described, and has a valid and practical solution for each contemplated problem. Indicate whether performance of any Task II tasking effort would involve the application of proprietary techniques that would preclude complete disclosure and documentation of the effort.

The offeror shall provide a narrative discussion of the scientific, engineering and technical issues, methods, and techniques applicable to each of the five (5) Task II areas in the Statement of Work.

- a. Test Support
- b. Instrumentation Support
- c. Engineering, Design and System Development
- d. Data Acquisition, Processing and Analysis
- e. Facility, Test Fixture, Model and System Support

A simple restatement of information contained in the statement of work will be regarded as lacking in comprehensive technical understanding and consequently the technical proposal will be found unacceptable.

2. Task II Proposed Key Personnel

The Naval Surface Warfare Center, Carderock Division (CDNSWC), anticipates award of an indefinite Delivery/Indefinite Quantity, Cost Plus Fixed Fee (Completion) contract for a period of five (5) years as a result of this solicitation. This form of contract allows the issuance of Delivery Orders on a completion basis in lieu of level of effort or term. Completion form Delivery Orders require the contractor to complete and deliver a specified end product (such as hardware, raw material, or a comprehensive final report) as a condition of payment of the entire fixed fee and within the originally estimated cost, if possible. The Government may increase the estimated cost and direct the contractor to incur costs above the original estimated cost estimate without an increase in fee. However, during the solicitation and evaluation process prior to award, the Government must have an equal basis on which to evaluate proposals. To this end, when preparing and submitting proposals in response to this solicitation, offerors shall use the following labor categories and hours for **EACH YEAR** of the **five year** period of performance:

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
122 OF 156

NAME OF OFFEROR OR CONTRACTOR

(Note: The Categories and hours listed below will not be included as part of the contract award document; however, Key Personnel proposed and accepted will be part of the award as specified in Section I Clause SUBSTITUTION OR ADDITION OF KEY PERSONNEL).

<u>Key Labor Category</u>	<u>Contractor's Facility</u>	<u>CDNSWC Facility</u>	<u>Est Hours per Year*</u>
Project Manager	0	2,000	2,000
Electronics Engineer, Senior	0	4,000	4,000
Electrical Engineer	0	2,000	2,000
Acoustic & Vibration Eng.	0	2,000	2,000
Mechanical Engineer, Senior	0	2,000	2,000
System Engineer, Hardware, Senior	0	2,000	2,000
System Engineer, Software, Senior	0	2,000	2,000
Senior Electronics Tech	<u>0</u>	<u>2,000</u>	<u>2,000</u>
Subtotal:	0	18,000	18,000

* 2000 hours per year is considered a full time position.

a. General - The offeror shall list all key personnel proposed for Task II assignment, together with the number of hours to be worked and the corporate entity they represent. Provide at least the minimum number of personnel specified below. The sum of hours must equal the hours shown above for each category. The offeror shall not base qualifications upon presumption of future education or experience. All personnel should meet the qualifications specified in this section. Submit at least the number of personnel resumes, and a current performance appraisal, indicated for each key labor category:

<u>Key Labor Category</u>	<u>Minimum number of resumes</u>
Project Manager	1
Electronics Engineer, Senior	2
Electrical Engineer	1
Acoustic & Vibration Engineer	1
Mechanical Engineer, Senior	1
System Engineer, Hardware, Senior	1
System Engineer, Software, Senior	1
Senior Electronic Technician	<u>1</u>
Total Resumes:	9

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 123	OF 156
---------------------------	---	-------------	-----------

NAME OF OFFEROR OR CONTRACTOR

**** Note:** All proposed personnel must be current U.S. citizens, and have a **Secret** clearance either within 60 days after award or by the time their assignment to a particular task is required by a delivery order. **EACH RESUME SUBMITTED FOR EVALUATION SHALL IDENTIFY THE CURRENT SECURITY CLEARANCE LEVEL. All proposed personnel must be U.S. citizens at the time of the proposal submission.**

(2) Resumes shall identify unique technical qualifications having relevance to the Statement of Work and the labor category description of the qualifications set forth in this section. All resumes for a given category shall be averaged for purposes of evaluation and scoring. Regardless of the nomenclature of each offeror's corporate labor categories (including those of any subcontractor), each offeror must base its proposal on the definitions for the labor categories as stated. All submitted resumes shall be grouped by labor category and each resume shall contain the following information:

- * Name, proposed personnel category;
- * Educational background, including academic degrees and the year conferred;
- * Technical training background, including program completion and year completed;
- * Years of applicable experience;
- * Citizenship;
- * Current level of security clearance;
- * History of applicable employment experience only, identifying the technical qualifications relevant to the Scope of Work and the Labor Categories and Description of Qualifications;
- * History of other experience and professional accomplishments that the offeror may wish to present to demonstrate qualifications of the proposed individual.

Each resume must indicate clearly whether it is for a current employee of the offeror or a proposed new hire. If for a proposed new hire, evidence of the employment commitment must be furnished in the form of a letter of intent which includes salary agreed to, signed by the proposed new hire.

The following certification shall be affixed on all resumes and personnel data furnished by the offeror:

I consent to the disclosure of any resume (or other personal data) for evaluation purposes regarding the proposal (offeror's name) submitted to CDNSWC under Solicitation N00167-98-R-0027 and certify that this information is correct to the best of my knowledge

Date

Employee Signature

(3) Offerors are reminded that **ALL** personnel proposed should meet the educational and experience elements specified in this solicitation under the category for which they are offered and must have a **SECRET** security clearance within the time frame set forth above (i.e. 60 days after award) or by the time their assignment to a particular task is required by a delivery order.

b. **Key Labor Categories and Description of Qualifications:** The offeror shall provide personnel having the levels of professional/technical experience and education specified below for each labor category.

1. Project Manager- KEY LABOR CATEGORY

NAME OF OFFEROR OR CONTRACTOR

Education: Masters Degree in Engineering, Math or Physics and ten (10) years progressive experience in managing multi-task programs conducting operations and maintenance on sea-going systems, research, development, testing and evaluation of silencing experiments; or bachelors degree in Engineering, Math or Physics and twelve (12) years experience in operations and maintenance of sea-going systems, research, development, test and evaluation programs.

Recent Experience: Experience during the past three (3) years in 4 of the following:

- (a) submarine preventive maintenance
- (b) silencing technologies and signature control programs
- (c) underwater acoustic measurements
- (d) analog and digital signal processing
- (e) a senior management / supervisory position managing complex programs of at least 12 months duration, including planning, scheduling and budgetary issues
- (f) two (2) years of management experience with the current company—specifically as a first line supervisor responsible for schedules, personnel and quality
- (g) familiarity with the interrelationship between the ARD and other organizations such as the David Taylor Model Basin, Naval Sea Systems Command (NAVSEA), other Navy Laboratories and activities dealing with noise silencing programs and similar issues

Any Experience in 3 of the following:

- (a) maintenance and operation of shipboard Hull, Mechanical and Electrical(HM&E), control and data systems
- (b) management of changing level-of-effort contracts in technical disciplines related to the statement of work
- (c) development, maintenance and operation of systems and test facilities to acquire, process and analyze underwater acoustic and vibration noise data
- (d) A demonstrated capability to conduct research and development efforts that expand the current technology in the field underwater acoustic measurements
- (e) Demonstrated familiarity with the purpose of acoustic measurement programs relating to improving the acoustic performance of the next generation of Navy ships

Note: Residence in the ARD commuting area is a requirement for this labor category.

2. System Engineer (Software) Senior-KEY LABOR CATEGORY

Education: Master's degree in engineering, science, physics or mathematics and 8 years experience in structured system design and applications; or bachelor's degree in engineering, science, physics or mathematics and 10 years experience in structured software system design and applications.

Recent Experience: Experience during the past three (3) years in 4 of the following:

- (a) industrial control and data acquisition software
- (b) high-level software development in C, FORTRAN, and MATLAB.
- (c) real-time operating system design and development.
- (d) VME and network system support
- (e) system requirements analysis and documentation.

NAME OF OFFEROR OR CONTRACTOR

(f) software system development project management including development effort and cost estimating, and software IV&V.

(g) distributed network applications

(h) prototyping software systems

(i) data encryption methods and techniques

Any Experience in 2 of the following:

(a) acoustic data acquisition software design and system support

(b) acoustic signal processing techniques

(c) control systems for autonomous vehicles

(d) acoustic measurement systems

3. Electronics Technician, Senior- KEY LABOR CATEGORY

Education: Graduate of a Navy electronics-related "A" school, or the equivalent, and 15 years experience in electronics system technical support involving operation, maintenance and trouble-shooting.

Recent Experience: Experience during the past 3 years in 4 of the following:

(a) fiber-optic system installation, checkout and cable splicing

(b) end-to-end system checkout and diagnosis

(c) electronic system and system component installation

(d) electronic system test instrumentation

(e) system calibration test procedures

(f) measurement and control system maintenance and documentation

Any Experience in 2 of the following:

(a) acoustic measurement systems involving analog and digital signal processing

(b) submarine/ship model acoustic and vibration sensor installation and calibration

(c) acoustic/vibration measurement system component trouble-shooting and repair

(d) high-bandwidth, real time acoustic data acquisition/control systems

4. System Engineer (Hardware), Senior-KEY LABOR CATEGORY

Education: Master's degree in engineering, science, physics or mathematics and 8 years experience in data acquisition and control system design and development; or bachelor's degree in engineering, science, physics or mathematics and 10 years experience in data acquisition and control system design and development.

Recent Experience: Experience during the past three (3) years in 4 of the following:

(a) integrating VME system hardware at the board and back-panel level

(b) integrating data acquisition and control systems from commercial-off-the-shelf (COTS)

components

(c) Design and trouble-shooting of custom electronics for data acquisition systems

(d) system and component design analysis

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
126 OF 156

NAME OF OFFEROR OR CONTRACTOR

(e) digital signal processing for high bandwidth, real-time data acquisition and control systems
(f) system requirements analysis and documentation
(g) system prototyping
(h) hardware system development project management including development effort and cost estimating

Any Experience in 2 of the following:

- (a) acoustic data acquisition systems
- (b) guidance and control systems
- (c) ship control electronic systems
- (d) acoustic measurement systems
- (e) submarine hardware systems

5. Acoustic & Vibration Engineer, Senior-KEY LABOR CATEGORY

Education: Master's degree in engineering, science, physics or mathematics and 8 years experience in acoustic and vibration engineering efforts; or bachelor's degree in engineering, science, physics or mathematics and 12 years experience in acoustic and vibration engineering efforts.

Recent Experience: Experience during the past three (3) years in 4 of the following:

- (a) acoustic/vibration analysis of large mechanical structures and systems
- (b) acoustic/vibration noise control and analysis or design
- (c) measurement sensor and instrumentation installation design
- (d) data acquisition system and sensor integration and documentation
- (e) mechanical system response measurement and analysis
- (f) mechanical system modeling
- (g) submarine system noise control analysis
- (h) acoustic and vibration test planning and documentation

Any Experience in 2 of the following:

- (a) ship/submarine acoustic measurement and analysis
- (b) submarine model acoustic measurement and analysis
- (c) ship propulsor/appendage/hull acoustic and vibration characteristics analysis
- (d) ship model acoustic test design and conduct

6. Electronic Engineer, Senior- KEY LABOR CATEGORY

Education: Bachelor's degree in electrical engineering and 10 years experience in electronic system design, engineering and support.

Recent Experience: Experience during the past three years in 4 of the following:

- (a) System and circuit board design
- (b) VME design applications

NAME OF OFFEROR OR CONTRACTOR

- (c) Analog and digital signal conditioning and processing
- (d) Electrical and optical signal interfaces
- (e) Data storage media and microprocessor system control applications
- (f) System and circuit board fabrication and trouble-shooting
- (g) sensor and system calibration techniques
- (h) System documentation development involving design planning, schematics flow charts and operating procedures
- (i) structure borne noise measurement sensors

Any Experience in 2 of the following:

- (a) acoustic measurement systems
- (b) ship acoustic measurements
- (c) submarine model structural measurement systems
- (d) ship model measurement system installation and calibration

7. Mechanical Engineer, Senior-KEY LABOR CATEGORY

Education: Master's degree in engineering or science and 8 years experience in mechanical system design and analysis involving large structures and structural support systems; or a bachelor's degree in engineering or science and 12 years experience in mechanical system design and analysis involving large structures and structural support systems.

Recent Experience: Experience during the past 2 years in 4 of the following:

- (a) structural system design and analysis
- (b) hardware system component design and analysis
- (c) system development planning, cost estimating and documentation
- (d) electrical system cabling layouts and mechanical interfaces
- (e) vehicle control and handling systems
- (f) electro-mechanical system design and analysis
- (g) system shock/vibration requirements analysis
- (h) system life-cycle cost estimating

Any Experience in 3 of the following:

- (a) submarine model support system design, fabrication and installation
- (b) ship system component design and testing
- (c) acoustic measurement mechanical support system design
- (d) large submarine model testing
- (e) submarine R&D model facility design and test support

8. Electrical Engineer – KEY LABOR CATEGORY

Education: Bachelor's degree in engineering and 8 years experience in electrical system applications and operation

Recent Experience: Experience during the past 3 years in 4 of the following:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 128	OF 156
---------------------------	---	-------------	-----------

NAME OF OFFEROR OR CONTRACTOR

- (a) high voltage and low voltage power distribution
- (b) large DC electric motors and motor controllers
- (c) electrical system component trouble-shooting and diagnosis
- (d) electrical system installation requirements analysis
- (e) power supply design and analysis
- (f) EMI, grounding and cross-talk design applications for measurement and control systems
- (g) electrical and optical cable termination and signal interfacing
- (h) electrical system and procedure documentation
- (i) system safety analysis and support documentation

Any Experience in 2 of the following:

- (a) < 100 HP DC motors
- (b) ship electrical systems (AC & DC)
- (c) sensor power supply distribution (clean, low noise power)
- (d) autonomous vehicle electrical systems including EMI and grounding

3. Non-key Personnel In this subsection of the proposal the offeror shall provide a listing of non-key personnel who will be assigned to the categories of labor listed below. These personnel must meet the qualifications specified elsewhere in this solicitation to be acceptable and the offeror must certify to this fact. The provision- **SUBSTITUTION OR ADDITION OF KEY PERSONNEL(JUNE 1996)(NSWCCD)** does not apply to these categories of labor. The offeror is not required to submit resumes for the non-key labor categories, but is required to submit a list of proposed personnel and their current employment affiliation/status. The offeror shall submit a statement that the proposed individual meets the minimum qualifications stated for the category, and is available to work under the resultant contract.

<u>Non-Key Labor Category</u>	<u>Contractor's Facility</u>	<u>CDNSWC Facility</u>	<u>Est Hours per Year*</u>
Electronics Engineer	0	8,000	8,000
Electronics Engineer, Associate	0	1,000	1,000
Mechanical Engineer	0	2,000	2,000
Mechanical Engineer, Associate	0	1,000	1,000
System Engineer, Hardware	0	4,000	4,000
System Engineer, Software	0	4,000	4,000
Electronics Tech II	0	2,000	2,000
Electronics Tech I	0	2,000	2,000
Electrical Tech II	0	1,000	1,000
Electrical Tech I	0	1,000	1,000

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 129 OF 156
---------------------------	---	--------------------

NAME OF OFFEROR OR CONTRACTOR

Senior Mechanical Tech	0	2,000	2,000
Mechanical Tech II	0	2,000	2,000
Mechanical Tech I	0	2,000	2,000
Senior Logistician	0	2,000	2,000
Logistician	0	2,000	2,000
ILS Engineering Asst	0	2,000	2,000
Technical Librarian	0	1,000	1,000
Maintenance Worker/Rigger	0	2,000	2,000
Boat Coxswain/Marine Technician	0	2,000	2,000
Electronic Component Fabricator	0	1,000	1,000
Mechanical Component Fabricator	0	1,000	1,000
Draftsman/CAD Operator	0	200	200
Computer Operator/Programmer	0	2,000	2,000
Secretary/Typist	1,000	1,000	2,000
Design Engineer, General	<u>1,000</u>	<u>0</u>	<u>1,000</u>
Total	2,000	48,200	50,200

a. General - The offeror shall list all non-key personnel proposed for Task II assignment, together with the number of hours to be worked and the corporate entity they represent. Provide at least the minimum number of personnel specified below. The sum of hours must equal the hours shown above for each category. The offeror shall not base qualifications upon presumption of future education or experience. The offeror shall certify that all Non-Key personnel meet the requirements shown in the paragraphs below. **Non-Key personnel qualifications need not be documented in the proposal by submission of resumes**, but data may be required during negotiations or performance if Non-Key personnel qualifications are questioned.

<u>Non-Key Labor Category</u>	<u>Minimum Number of Personnel</u>
Electronics Engineer	4
Electronics Engineer, Associate	1
Mechanical Engineer	1

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 130 OF 156
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

Mechanical Engineer, Associate	1
System Engineer, Hardware	2
System Engineer, Software	2
Electronics Tech II	1
Electronics Tech I	1
Electrical Tech II	1
Electrical Tech I	1
Senior Mechanical Tech	1
Mechanical Tech II	1
Mechanical Tech I	1
Senior Logistician	1
Logistician	1
ILS Engineering Asst.	1
Technical Librarian	1
Maintenance Worker/.Rigger	1
Boat Coxswain/Marine Technician	1
Electronic Component Fabricator	1
Mechanical Component Fabricator	1
Draftsman/CAD Operator	1
Computer Operator/Programmer	1
Secretary/Typist	1
Design Engineer, General	<u>1</u>
Total Non-key Personnel:	30

c. Labor Categories and Description of Qualifications: The offeror shall provide personnel having the levels of professional/technical experience and education specified below for each labor category.

The following non-key labor categories are required for contract performance. The offeror is not required to submit resumes for the categories but is required to submit a statement that he/she has the capability to provide the non-key personnel who meet the stated qualifications and are available to work under the resultant contract.

1. Electronic Engineer NON-KEY

Bachelor's degree in electrical engineering and 4 years experience in electronic system design, engineering and support.

Experience: Experience during the past three years in 3 of the following:

- (a) System/circuit board design
- (b) VME design applications
- (c) Analog and digital signal conditioning and processing
- (d) Electrical signal interfaces
- (e) Data storage media and microprocessor system control applications
- (f) System and circuit board fabrication and trouble-shooting
- (g) sensor and system calibration
- (h) acoustic and vibration measurement sensors

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00167-98-R-0027	131	OF	156
NAME OF OFFEROR OR CONTRACTOR				

2. Electronic Engineer Associate – NON-KEY

Education: Bachelor's degree in engineering, science or mathematics and 1 year experience in electronic system design or maintenance support.

Experience: Experience during the past year in 2 of the following:

- (a) System/circuit board design support
- (b) Analog and digital signal conditioning and processing
- (c) Electrical signal interfaces
- (d) Data storage media and microprocessor system control applications
- (e) System and circuit board fabrication and trouble-shooting
- (f) electronic system maintenance
- (g) electronic system documentation

3. Acoustic & Vibration Engineer – NON-KEY

Education: Bachelor's degree in engineering, science, physics or mathematics and 6 years experience in acoustic and vibration engineering efforts.

Experience: Experience during the past three (3) years in 3 of the following:

- (a) acoustic/vibration analysis of large mechanical structures and systems
- (b) acoustic/vibration noise control and analysis or design
- (c) measurement sensor and instrumentation installation design
- (d) data acquisition system and sensor integration and documentation
- (e) mechanical system response measurement and analysis
- (f) mechanical system modeling
- (g) submarine system noise control analysis
- (h) acoustic and vibration test planning and documentation

4. Mechanical Engineer – NON-KEY

Education: Bachelor's degree in engineering or science and 6 years experience in mechanical system design and analysis involving large structures and structural support systems.

Experience: Experience during the past 2 years in 3 of the following:

- (a) structural system design and analysis
- (b) hardware system component design and analysis
- (c) system development planning, cost estimating and documentation
- (d) electrical system cabling layouts and mechanical interfaces
- (e) vehicle control and handling systems
- (f) electro-mechanical system design and analysis
- (g) system shock/vibration requirements analysis
- (h) system life-cycle cost estimating
- (i) general mechanical system design support

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 132 OF 156
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

(j) submarine R&D system support

5. Mechanical Engineer, Associate – NON-KEY

Education: Bachelor's degree in engineering or science and 1 year experience in mechanical system design and analysis involving large structures and structural support systems.

Experience: Experience during the past 2 years in 2 of the following:

- (a) structural system design and analysis
- (b) hardware system component design and analysis
- (c) system development planning, cost estimating and documentation
- (d) electrical system cabling layouts and mechanical interfaces
- (e) vehicle control and handling systems
- (f) electro-mechanical system design and analysis
- (g) system shock/vibration requirements analysis
- (h) system life-cycle cost estimating
- (i) general mechanical system design support
- (j) submarine R&D system support

6. System Engineer (Hardware) – NON-KEY

Education: Bachelors degree and 4 years experience in software development and maintenance.

Experience: Experience during the past three (3) years in 3 of the following:

- (a) VME applications
- (b) hardware system design and development
- (c) system or component trouble-shooting
- (d) design analysis and documentation
- (e) failure analysis
- (f) system operation and maintenance support

7. System Engineer (Software) – NON-KEY

Education: Bachelors degree and 4 years experience in software development and maintenance.

Experience: Experience during the past three (3) years in 3 of the following:

- (a) data acquisition software
- (b) software development in C, FORTRAN, or MATLAB.
- (c) operating system design and development.
- (d) VME and network system support
- (e) data base applications
- (f) distributed network applications
- (g) system prototyping

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE		
	N00167-98-R-0027	133	OF	156
NAME OF OFFEROR OR CONTRACTOR				

8. Electronics Technician II – NON-KEY

Education: Graduate of a Navy electronics-related "A" school, or the equivalent, and 8 years experience in electronics system technical support involving operation, maintenance and trouble-shooting.

Experience: Experience during the past 3 years in 3 of the following:

- (a) fiber-optic system installation, checkout and cable splicing
- (b) end-to-end system checkout and diagnosis
- (c) electronic system and system component installation
- (d) electronic system test instrumentation
- (e) system calibration test procedures
- (f) measurement and control system maintenance and documentation
- (g) general electronic system support

9. Electronics Technician I – NON-KEY

Education: Graduate of an accredited technical school providing electronics training, and 3 years experience in electronics system technical support involving operation, maintenance and trouble-shooting.

Experience: Experience during the past 3 years in 2 of the following:

- (a) end-to-end system checkout and diagnosis
- (b) electronic system and system component installation
- (c) electronic system test instrumentation
- (d) system calibration test procedures
- (e) measurement and control system maintenance and documentation
- (f) general electronic system technical support

10. Electrical Technician II – NON-KEY

Education: Graduate of a Navy electrical-related "A" school, or the equivalent, and 8 years experience in electrical system technical support involving operation, maintenance and trouble-shooting.

Experience: Experience in 5 of the following:

- (a) high voltage and low voltage power distribution
- (b) large DC electric motors and motor controllers
- (c) electrical system component trouble-shooting and diagnosis
- (d) electrical system installation and analysis
- (e) power supply systems
- (f) EMI, grounding and cross-talk suppression
- (g) electrical or optical cable termination and signal interfacing
- (h) electrical system and procedure documentation
- (i) system safety procedure applications and documentation

11. Electrical Technician I – NON-KEY

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 134 OF 156
---------------------------	---	------------------------------

NAME OF OFFEROR OR CONTRACTOR

Education: Graduate of an accredited technical school providing electrical training, and 3 years experience in electrical system technical support involving operation, maintenance and trouble-shooting

Experience: Experience in 2 of the following:

- (a) high voltage and low voltage power distribution
- (b) large DC electric motors and motor controllers
- (c) electrical system component trouble-shooting and diagnosis
- (d) electrical system installation and analysis
- (e) power supply systems
- (f) EMI, grounding and cross-talk suppression
- (g) electrical or optical cable termination and signal interfacing
- (h) electrical system and procedure documentation
- (i) system safety procedure applications and documentation

12. Senior Mechanical Technician – NON-KEY

Education: An Associate Degree (two year) in mechanical systems, or completion of a two-year mechanical technician training course, or equivalent; and ten (10) years of experience working as a mechanical technician or machinist including a supervisory position.

Experience: Experience in 3 of the following:

- (a) preventive maintenance, troubleshooting and repair of complex piping, powering and shafting mechanical components
- (b) performing and directing mechanical equipment troubleshooting, repair, and calibration.
- (c) directing and supervising a team member during field trials
- (d) High Pressure air and hydraulic systems operation and maintenance
- (e) re-entry control, quality assurance and configuration control of systems and components
- (f) submarine hull closure, piping, steering and diving and mechanical instrumentation

13. Mechanical Technician II – NON-KEY

Education: High school degree or the equivalent and six years experience working as a mechanical technician or machinist.

Experience: Journeyman level six (6) years mechanics experience or equivalent training.

14. Mechanical Technician I – NON-KEY

Education: High school degree or the equivalent and two years experience working as a mechanical technician or machinist.

Experience: Journeyman level two (2) years of mechanics experience and/or equivalent training.

15. Senior Logistician – NON-KEY

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 135 OF 156
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

Education: A high school diploma or the equivalent; and six (6) months training at an accredited logistics school such as a vocational training institute, US Navy Supply Clerk "A" school or the equivalent.

Experience: Six (6) years experience with material control and supply systems such as--Level I SUBSAFE, re-entry control procedures, quality assurance, predicting long lead time items and management of shelf life material. Administrative experience involving knowledge or training in quality assurance documentation, reading drawings and/or blueprints, technical manuals, and Navy/government supply procedures.

16. Logistician – NON-KEY

Education: A high school diploma or the equivalent; and six (6) months training at an accredited logistics school such as a vocational training institute, US Navy Supply Clerk "A" school or the equivalent.

Experience: Two (2) years experience with material control and supply systems such as--Level I subsafe, re-entry control procedures, quality assurance, predicting long lead time items and management of shelf life material. Administrative experience involving knowledge or training in quality assurance documentation, reading drawings and/or blueprints, technical manuals, and Navy/government supply procedures.

17. ILS Assistant – NON-KEY

Education: A high school diploma or the equivalent.

Experience: One year experience in preparing technical/logistic support type documentation and reports, and performing data entry in computer database programs and/or records.

18. Technical Librarian NON-KEY

Education: An associate degree and 5 years experience in administration work involving the preparation, assembly or distribution of documents.

Experience: Two years experience in: cataloging, compiling and modifying technical documents; and, preparing reports and tabulations.

19. Maintenance Workers/Riggers NON-KEY

Education: A high school diploma or the equivalent.

Experience: Two years experience in applying and grooming rubber type coatings, performing mechanical configuration changes, and operating machinery.

20. Boat Cox/Marine Technician NON-KEY

Education: A high school diploma or the equivalent.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 136 OF 156
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

Experience: Journeyman level four (4) years experience or equivalent training in small boat operation and maintenance. Two years experience in operating medium craft of lengths up to 65 feet. Four (4) years experience in maintaining 50 to 150 HP outboard motors, marine diesel engines, and electrical generating plants.

21. Electronic Component Fabricator NON-KEY

Education: A high school diploma or the equivalent.

Experience: Journeyman level four (4) years experience in micro circuit, electronic component construction or equivalent training. Experience with complex, high data-rate acquisition systems.

22. Mechanical Component Fabricator NON-KEY

Education: A high school diploma or the equivalent.

Experience: Journeyman level four (4) years experience in welding and metalworking, or equivalent training.

23. Draftsman/CAD Operator NON-KEY

Education: A high school diploma or the equivalent, and two years technical training in CAD systems and applications.

Experience: Two (2) years experience in producing multi-level engineering drawings on an AUTOCAD computer based drawing system.

24. Secretary/ Typist NON-KEY

Education: A high school diploma or the equivalent.

Experience: One year experience in preparing technical project support type documentation and reports.

25. Design Engineer, General NON-KEY

Education: A Masters Degree in engineering and eight (8) years experience in engineering design related to submarine vehicle R&D; or a Bachelors Degree in engineering and ten (10) years experience.

Experience: Experience in electro-mechanical/electronic design applications involving support of submarine R&D, ship design or acoustic signature measurement.

26. Computer Operator/Programmer (IV) NON-KEY

Education: A high school diploma or equivalent; and formal training in computer Network Administration Basics, Microsoft Windows NT Server 4.0, and Microsoft Exchange Server 5.0 through attendance at an accredited Microsoft instructional institute.

Experience: Two years experience in Local Area Network (LAN) Administration including installation of Network hardware such as servers, peripherals, network interface cards and other network equipment (routers,

NAME OF OFFEROR OR CONTRACTOR

hubs, print servers, etc.); maintenance of Network operating system (OS) including user accounts and server configuration; installation of Network software and/or computer operating system software on client computers; maintaining network hardware configuration records, network documentation and network databases.

4. Response To Sample Delivery Order #1 (Propulsor Support Task)

The offeror shall provide a technical approach and discussion of the technical issues associated with accomplishing the task. (See Attachment #4). Specifically, the response shall include:

- ***Technical Approach.*** The technical approach shall demonstrate an understanding of the nature of LSV acoustic tests and the contribution of configuration changes and configuration management to the test results.
- ***Labor Estimate.*** The labor estimate should breakdown labor hours to an appropriate level for a project of this scope and submit a completed enclosure (1) to Attachment 4. The contractor shall supply a list of recommended material and spares and estimate the cost of those spares.
- ***Plan of Action and Milestones.*** A schedule estimate with a plan of action and milestones should be provided.
- ***List concerns and assumptions.*** If the offeror identifies a technical or administrative concern, they should identify the concern, state an assumption regarding the answer and develop the response accordingly.

5. Response To Sample Delivery Order #2 (System Engineering Support Task)

The offeror shall provide a technical approach and discussion of the technical issues associated with accomplishing the task. (See Attachment #5). Specifically, the response shall include:

- ***Technical Approach.*** The technical approach shall demonstrate an understanding of design, performance and operation of an acoustic data system.
- ***Labor Estimate.*** The labor estimate should breakdown labor hours to an appropriate level for a project of this scope and submit a completed enclosure (1) to Attachment 5. All custom and commercial hardware should be itemized to the board level. The contractor shall supply a list of recommended spares and include the cost of those spares.
- ***Plan of Action and Milestones.*** A schedule estimate with a plan of action and milestones should be provided.
- ***List concerns and assumptions.*** If the offeror identifies a technical or administrative concern, they should identify the concern, state an assumption regarding the answer and develop the response accordingly.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 138 OF 156
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

III. Past Performance

The offeror shall demonstrate past performance in the following five areas:

1. Customer Satisfaction
2. Contract Compliance (including with 52.219-8, "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns and 52.219-9 Small Business, Small Disadvantaged and Women-Owned Business Subcontracting Plan").
3. Quality of Performance
4. Schedule Adherence
5. Cost Control

For three commercial or Government contracts completed within the last three years for similar or related work, either as a prime or subcontractor, the offeror shall send a copy of Attachment (6) questionnaire provided herein to the cognizant Program Manager/COR for completion and forwarding directly to the following address in time to be received no later than the due date for the solicitation.

ATTN: Code 3321 Doris Rosenblatt
Naval Surface Warfare Center Carderock Division
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700

The completed questionnaires may be faxed to Ms. Rosenblatt @ 301-227-1583.

For those contracts for which a questionnaire has been sent to the cognizant Program Manager/COR, the offeror shall specify in its proposal, the Contract Number, Activity or Business, POC and Phone Number for the Government to contact in the event the questionnaire has not been received in this office by the established closing date. The Contracting Officer or his/her representative may contact those offices that do not respond to the questionnaire. The Government may use past performance information obtained from such questionnaires or the cognizant Program Manager/COR designated by the offeror to form an overall rating of past performance.

IV. Corporate Experience

The offeror shall demonstrate corporate experience and performance during the past five years in technical areas related to the following four areas of the SOW Task I (Section 3.0) and II (Section 4.0):

1. **Operation And Maintenance Of Submarine-Like Vehicles.** Discuss recent and relevant corporate experience involving operation and maintenance of Hull, Mechanical and Electrical (HM&E) vessels and complex control systems.
2. **Acoustic Data Acquisition System Support.** Address recent and relevant corporate experience involving high speed multi-channel, synchronized data acquisition systems.
3. **Submarine R&D Facility Support.** Discuss recent and relevant corporate experience involving industrial support for fabrication, logistics and documentation of submarines or submarine type systems.
4. **Acoustic Test Program Support.** Address recent and relevant corporate experience involving the execution of acoustic test and noise quieting programs.

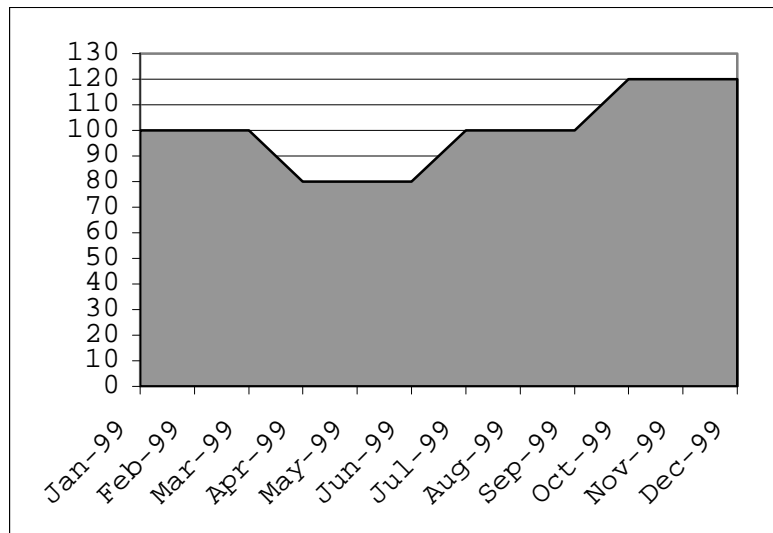
NAME OF OFFEROR OR CONTRACTOR

V. Management Plan

Specifically identify features in the proposed management plan which will reduce the cost of delivery order task performance. The proposal will be evaluated based on these subfactors:

1. Management Structure And Procedures: The offeror shall describe their organizational structure and discuss how it will ensure that the work is performed in an efficient, timely and cost effective manner. Lines of communication and control shall be discussed so that the method of communication between working level and management personnel is understood. Discuss procedures for control of contract performance so that quality of the effort is ensured. Identify the planned use of subcontractors and consultants and discuss the process for subcontracting, and subcontract management and control.

2. Personnel Cross-Assignment And Training: The offeror shall describe the approach and plan for cross-training contractor (including subcontractor) personnel to support both Task I and Task II delivery orders. Also include the offeror's ability or plan to respond to fluctuations in work load. Specifically, address the plan to meet a sample annual workload projection in the chart below.



Workload Projection
% of Full Workload vs. Time

3. Contract Work Organization: The offeror shall identify the approach and plan for applying contractor (including subcontractor) resources to meet delivery order task requirements on a functional vs. project basis.

C. COST PROPOSAL

1. An offer is presumed to represent an offeror's best efforts to respond to the solicitation.

a. Any inconsistency, whether real or apparent, between promised performance and cost or price, should be explained in the proposal. For example, if the intended use of new and innovative production techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price should be

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 140 OF 156
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

explained; or, if a business policy decision has been made to absorb a portion of the estimated cost, that should be stated in the proposal.

b. Any significant inconsistency, if unexplained, raises a fundamental issue of the understanding of the nature and scope of the work required and of the offeror's financial ability to perform the contract, and may be grounds for rejection of the offer.

2. In order that the government has an equal basis upon which to evaluate proposals, the cost proposal shall contain individual sections addressing:

(a) performing Task I on an annual basis with expected escalation in out years, and including the need for overtime, per diem and travel associated with fluctuations in workload. The Task I cost proposal shall be based on the **LSV Annual Trial Schedule** of the SOW reference (I).

(b) the Task II labor category types and amounts on an annual basis with expected escalation.

(c) the cost for the proposed Task I transition plan.

3. Use the format provided in Section J, Attachment 7, entitled "Cost Pricing Format Sheets" and do not breakdown costs using shift differential.

4. The cost proposal shall contain a detailed cost breakdown of all direct and indirect (overhead, G&A, etc.) cost elements identified in the offeror's technical proposal. The burden of proof as to cost credibility rests with the offeror.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Indefinite Delivery, Indefinite Quantity type contract, with Cost-Plus-Fixed Fee, Completion type delivery orders** resulting from this solicitation.

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (APR 1984) (DEVIATION) (1998)

An award in the amount of \$10 million or more will not be made under this solicitation unless the offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$10 million or more) are found, on the basis of a compliance evaluation, to be able to comply with the provisions of the Equal Opportunity clause of this solicitation. If the offeror's proposal is for a contract of \$10 million or more, each of the offeror and its known first-tier subcontractors to whom the offeror intends to award a subcontract of \$10 million or more shall be subject to a compliance evaluation, unless within the preceding 24 months the Office of Federal Contract Compliance Clearance has conducted a compliance evaluation and found them to be in compliance with Executive Order 11246.

52.233-2 SERVICE OF PROTEST (AUG.1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
141 OF 156

NAME OF OFFEROR OR CONTRACTOR

agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Ms. Elaine D. Weschler, Code 3321
Naval Surface Warfare Center
Carderock Division
9500 MacArthur Blvd
West Bethesda, Md 20817-5700
Bldg 121, Room 214

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBGA because of the nature of the supplies or services being procured. (Contracting Officer shall strike the word "not" where the GSBGA is a correct forum.)

52.237-1 SITE VISIT (APR 1984)

- (a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
- (b) Only one site visit of the Acoustic Research Detachment, NSWC, Bayview, Idaho will be conducted during the solicitation phase. It will be conducted on **21 May 1998**.
- (c) Offerors/quoters interested in attending the site visit must contact Ms. Doris Rosenblatt (301) 227-3302 no later than **13 May 1998**. Only two persons per company may attend.
- (d) Offerors are encouraged to develop questions during this tour and submit them in writing no later than **28 May 1998**. Any substantive questions will be answered in the form of a formal amendment to the solicitation.
- (e) Only United States Citizens may attend the site visit.
- (f) References may be obtained, for a fee, from Kinko's in Coeur d' Alene, Idaho (208) 664-2880.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
142 OF 156

NAME OF OFFEROR OR CONTRACTOR

1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
143 OF 156

NAME OF OFFEROR OR CONTRACTOR

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished	Name of Person Asserting
With Restrictions * Basis for Assertion ** Asserted Rights Category ***	Restrictions ****
(LIST) *****	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 144 OF 156
---------------------------	---	--------------------

NAME OF OFFEROR OR CONTRACTOR

SECTION M Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE:

NONE

CLAUSES INCORPORATED BY FULL TEXT

EVALUATION OF PROPOSALS (OCT 1997) (NSWCCD)

(a) General. Careful, full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be applied in a similar manner. Factors against which offers will be evaluated (e.g., Technical Capability and Cost) are set forth below and parallel the solicitation response called for elsewhere herein.

(1) Evaluation of Offers. An evaluation plan has been established to evaluate the factors set forth in (b) below and all offers received will be evaluated by a team of Government personnel in accordance with the plan. The following evaluation approach will be used:

- (i) Technical Capability - This factor will receive a point score rating along with a narrative description.
- (ii) Management - This factor will receive a point score rating along with a narrative description.
- (iii) Combined Ratings -The technical and management rating will be combined into a merit rating.
- (iv) Cost - The cost proposal will be evaluated for magnitude and realism.

(2) Competitive Range. If award cannot be made on the basis of initial offers received and discussions must be conducted, the contracting Officer will make the determination as to which offers are in the "Competitive Range." The competitive range shall be determined on the basis of the merit ratings and the proposed cost to the Government, and shall include all offers which have a reasonable chance of being selected for award. However, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. In addition, the initial number of offers considered as being within the competitive range may be reduced when, as a result of discussions, any such offer has been determined to no longer have a reasonable chance of being selected for award.

(3) Discussion/Final Proposal Revisions. The Contracting Officer shall indicate to, or discuss with, each offeror still being considered for award, significant weaknesses, deficiencies, and other aspects of its proposal (such as cost, price, technical approach, past performance, and terms and conditions) that could, in the opinion of the Contracting Officer, be altered or explained to enhance materially the proposal's potential for award. The scope and extent of discussions are a matter of Contracting Officer judgment. At the conclusion of discussions, each offeror still in the competitive range shall be given an opportunity to submit a final proposal revision. A final cut-off date for receipt of final proposal revisions will be established by the Contracting Officer.

(b) The basis for award of a contract(s) as a result of this solicitation will be an integrated assessment by the Contracting Officer of the results of the evaluation based on the evaluation factors and their importance as indicated below. Ultimately, the source selection decision will take into account the offeror's capability to meet the

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 145	OF 156
---------------------------	---	-------------	-----------

NAME OF OFFEROR OR CONTRACTOR

requirements of this solicitation on a timely and cost effective basis. The Government reserves such right of flexibility in conducting the evaluation as is necessary to assure placement of a contract in the Government's best interest. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror, or other than the offeror with the highest evaluation rating.

(1) The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost and other factors considered.

(2) Major Evaluation Factors and Subfactors and Their Degree of Relative Importance are as follows (listed in **DESCENDING** Order of Importance).

- I- Task I Technical Understanding, Approach And Staffing
- II- Task II Technical Understanding, Approach And Staffing
- III- Past Performance
- IV- Corporate Experience
- V- Management Plan

Factor I, Task I Technical Understanding, Approach And Staffing, is more important than Factor II, Task II Technical Understanding, Approach And Staffing. Factor III, Past Performance, is approximately half as important as Factor II. Factor IV, Corporate Experience, is two-thirds as important as Factor III, and Factor V, Management Plan, is slightly more than one-half as important as Factor IV. There are several subfactors in each area of evaluation which will be given evaluation point scores. The relative merit of a subfactor is listed within its appropriate section. These point scores will be combined to form a merit rating. The cost proposal will be evaluated for magnitude and realism to determine the probable cost to the Government.

SECTION I. TASK I TECHNICAL UNDERSTANDING, APPROACH AND STAFFING

Subfactor C. is the most important, however it is so interrelated to Subfactor B. which is half as important, that they will be scored as follows:

The staffing plan will be given a score based on the total possible points for that subfactor. Personnel will be given a preliminary score based on the total possible points for that subfactor. The percent of points achieved (based on the total possible) for staffing will then be used as the multiplier for the preliminary score achieved for personnel. The result of that multiplication will be the final score for factor C. The score for subfactor C is significantly more important than the remaining subfactors A., D., E. and F. Among the subfactors A. D. E. and F., A is significantly more important than D. E. or F. which are all equal.

A. TECHNICAL UNDERSTANDING/APPROACH

The offeror's proposal in this area will be evaluated based on the degree to which the technical proposal demonstrates a clear understanding of: Task I's significance to submarine acoustic research and development; statement of work technical issues; and, all areas of ARD management interest such as efficiency, effectiveness, responsiveness and cost control in the conduct of Task I. The offeror demonstrates a thorough understanding of the requirements for, and technical problems inherent in, the achievement of specifications and work program

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 146 OF 156
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

herein described, and has a valid and practical solution for each contemplated problem. The offeror demonstrates understanding in each of the following:

1. The role of LSV operations with respect to submarine design support.
2. Conduct of submerged vehicle maintenance.
3. Data Acquisition system performance requirements.
4. The R&D nature of ARD trials and testing.
5. Operations of waterborne platforms including communications, small craft and multi-ton vessels.
6. Quantitative acoustic data acquisition, reduction and validation.
7. Process control and quality assurance of submarine maintenance.

B. STAFFING PLAN

The offeror's proposal in this area will be evaluated based on the degree to which the staffing plan (positions and position man-loading) provides for and demonstrates a work force with sufficient technical capability, breadth (numbers) and depth (experience) to efficiently and effectively accomplish the Task I work and the operations of the **KOKANEE Annual Trial Schedule**, (SOW 3.0).

C. PROPOSED PERSONNEL

The offeror's proposal in this area will be evaluated based on the degree to which the personnel proposed implement the staffing plan and are consistent with the staffing plan requirements and demonstrate specific experience to complete the SOW.

D. TASK I MANAGEMENT PLAN

The offeror's proposal in this area will be evaluated based on the degree to which the plan for managing the accomplishment of Task I demonstrates: practical implementation of cost control; multi position staff training; and, capability for rapid responsiveness to technical direction in accordance with the provisions of the contract. The plan will be evaluated based on the eight (8) criteria listed in Section L.

E. ON-GOING PERSONNEL QUALIFICATION AND TRAINING PLAN

The offeror's proposal in this area will be evaluated based on the degree to which the proposed plan for qualifying and training personnel to function in support of Task I communicates an understanding of the role of training and qualification in process control. The plan will be evaluated on the following criteria;

1. The offeror demonstrates an understanding of the scope of training and qualification for all positions.
2. Plan demonstrates policy and procedures for first time And on-going training requirements.
3. Plan demonstrates achieving workforce flexibility through cross qualification.
4. Plan demonstrates elimination of dependence on a single person for any function.
5. Plan demonstrates the ability to sustain the **KOKANEE Annual Trial Schedule** with adequate personnel.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 147	OF 156
---------------------------	---	-------------	-----------

NAME OF OFFEROR OR CONTRACTOR

F. TRANSITION PLAN

The offeror's proposal in this area will be evaluated based on the degree to which the transition plan demonstrates an understanding of all activities required to develop a staff for full-performance of Task I.

The plan shall be evaluated on the following:

1. Plan outlines the specific activities from time of award to time of turnover to ensure continued operations without disruption.
2. Plan defines the level of government assistance required to support personnel qualifications
3. Plan provides a POA&M that demonstrates a procedure for meeting all transition requirements
4. Plan provides a labor estimate that demonstrates a full and complete understanding of the transition task.

SECTION II. TASK II TECHNICAL UNDERSTANDING, APPROACH AND STAFFING

Subfactor B. is most important, and substantially more important than the remaining subfactors combined. Subfactors C., D., and E. are of equal importance. Subfactor A. is more than twice as important as subfactors C., D., and E.

A. TECHNICAL UNDERSTANDING/APPROACH

The offeror's proposal in this area will be evaluated based on the degree to which the technical proposal demonstrates a clear understanding of the issues, principles and practices associated with accomplishing the Task II statement of work. Demonstrates specific knowledge and understanding in each of the five(5) Task II areas in the SOW

1. Test Support
2. Instrumentation Support
3. Engineering, Design and System Development
4. Data Acquisition, Processing and Analysis
5. Facility, Test Fixture, Model and System Support

B. PROPOSED KEY PERSONNEL

The offeror's proposal in this area will be evaluated based on the degree to which the resumes submitted for the specified labor categories meet the requirements of the labor categories.

Labor categories 1, 2, and 3 are most important, and are slightly more important than the 4th, 5th, 6th, and 7th labor categories which are approximately of equal importance. The 8th category is the least important overall.

(1). Key Labor Categories and Description of Desired Qualifications:

Staffing will be evaluated based on the offeror's demonstrated education and experience as specified in Section L. An average overall score will be calculated for the labor categories with 2 or more resumes. Offeror's personnel who do not meet the desired levels will be scored downward as appropriate. Offeror's personnel who exceed the desired levels including having recent and or general experience in ARD type

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 148 OF 156
---------------------------	---	--------------------

NAME OF OFFEROR OR CONTRACTOR

work and/or acoustic test programs will be scored upward as appropriate. A score of zero (0) shall be given for missing resumes of key positions in which less than the number of requested resumes are provided.

1. Project Manager- KEY LABOR CATEGORY

Education: Masters Degree in Engineering, Math or Physics and ten (10) years progressive experience in managing multi-task programs conducting operations and maintenance on sea-going systems, research, development, testing and evaluation of silencing experiments; or bachelors degree in Engineering, Math or Physics and twelve (12) years experience in operations and maintenance of sea-going systems, research, development, test and evaluation programs.

Recent Experience: Experience during the past three (3) years in 4 of the following:

- (a) submarine preventive maintenance
- (b) silencing technologies and signature control programs
- (c) underwater acoustic measurements
- (d) analog and digital signal processing
- (e) a senior management / supervisory position managing complex programs of at least 12 months duration, including planning, scheduling and budgetary issues, specifically as a first line supervisor responsible for schedules, personnel and quality
- (f) Two (2) years of management experience with the current company—specifically as a first line supervisor responsible for schedules, personnel and quality
- (g) familiarity with the interrelationship between the ARD and other organizations such as the David Taylor Model Basin, Naval Sea Systems Command (NAVSEA), other Navy Laboratories and activities dealing with noise silencing programs and similar issues

Any Experience in 3 of the following:

- (a) maintenance and operation of shipboard Hull, Mechanical and Electrical(HM&E), control and data systems
- (b) management of changing level-of-effort contracts in technical disciplines related to the statement of work
- (c) development, maintenance and operation of systems and test facilities to acquire, process and analyze underwater acoustic and vibration noise data
- (d) A demonstrated capability to conduct research and development efforts that expand the current technology in the field underwater acoustic measurements
- (e) Demonstrated familiarity with the purpose of acoustic measurement programs relating to improving the acoustic performance of the next generation of Navy ships

Note: Residence in the ARD commuting area is a requirement for this labor category.

2. System Engineer (Software) Senior-KEY LABOR CATEGORY

Education: Master's degree in engineering, science, physics or mathematics and 8 years experience in structured system design and applications; or bachelor's degree in engineering, science, physics or mathematics and 10 years experience in structured software system design and applications.

Recent Experience: Experience during the past three (3) years in 4 of the following:

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

149

OF

156

NAME OF OFFEROR OR CONTRACTOR

- (a) industrial control and data acquisition software
- (b) high-level software development in C, FORTRAN, and MATLAB.
- (c) real-time operating system design and development.
- (d) VME and network system support
- (e) system requirements analysis and documentation.
- (f) software system development project management including development effort and cost estimating, and software IV&V.
- (g) distributed network applications
- (h) prototyping software systems
- (i) data encryption methods and techniques

Any Experience in 2 of the following:

- (a) acoustic data acquisition software design and system support
- (b) acoustic signal processing techniques
- (c) control systems for autonomous vehicles
- (d) acoustic measurement system

3. Electronics Technician, Senior- KEY LABOR CATEGORY

Education: Graduate of a Navy electronics-related "A" school, or the equivalent, and 15 years experience in electronics system technical support involving operation, maintenance and trouble-shooting.

Recent Experience: Experience during the past 3 years in 4 of the following:

- (a) fiber-optic system installation, checkout and cable splicing
- (b) end-to-end system checkout and diagnosis
- (c) electronic system and system component installation
- (d) electronic system test instrumentation
- (e) system calibration test procedures
- (f) measurement and control system maintenance and documentation

Any Experience in 2 of the following:

- (a) acoustic measurement systems involving analog and digital signal processing
- (b) submarine/ship model acoustic and vibration sensor installation and calibration
- (c) acoustic/vibration measurement system component trouble-shooting and repair
- (d) high-bandwidth, real time acoustic data acquisition/control systems

4. System Engineer (Hardware), Senior-KEY LABOR CATEGORY

Education: Master's degree in engineering, science, physics or mathematics and 8 years experience in data acquisition and control system design and development; or bachelor's degree in engineering, science, physics or mathematics and 10 years experience in data acquisition and control system design and development.

Recent Experience: Experience during the past three (3) years in 4 of the following:

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 150 OF 156
---------------------------	---	--

NAME OF OFFEROR OR CONTRACTOR

- (a) integrating VME system hardware at the board and back-panel level
- (b) integrating data acquisition and control systems from commercial-off-the-shelf (COTS) components
- (c) Design and trouble-shooting of custom electronics for data acquisition systems
- (d) system and component design analysis
- (e) digital signal processing for high bandwidth, real-time data acquisition and control systems
- (f) system requirements analysis and documentation
- (g) system prototyping
- (h) hardware system development project management including development effort and cost estimating
- (i) Data encryption methods and techniques

Any Experience in 2 of the following:

- (a) acoustic data acquisition systems
- (b) guidance and control systems
- (c) ship control electronic systems
- (d) acoustic measurement systems
- (e) submarine hardware systems

5. Acoustic & Vibration Engineer , Senior-KEY LABOR CATEGORY

Education: Master's degree in engineering, science, physics or mathematics and 8 years experience in acoustic and vibration engineering efforts; or bachelor's degree in engineering, science, physics or mathematics and 12 years experience in acoustic and vibration engineering efforts.

Recent Experience: Experience during the past three (3) years in 4 of the following:

- (a) acoustic/vibration analysis of large mechanical structures and systems
- (b) acoustic/vibration noise control and analysis or design
- (c) measurement sensor and instrumentation installation design
- (d) data acquisition system and sensor integration and documentation
- (e) mechanical system response measurement and analysis
- (f) mechanical system modeling
- (g) submarine system noise control analysis
- (h) acoustic and vibration test planning and documentation

Any Experience in 2 of the following:

- (a) ship/submarine acoustic measurement and analysis
- (b) submarine model acoustic measurement and analysis
- (c) ship propulsor/appendage/hull acoustic and vibration characteristics analysis
- (d) ship model acoustic test design and conduct

6. Electronic Engineer, Senior- KEY LABOR CATEGORY

Education: Bachelor's degree in electrical engineering and 10 years experience in electronic system design, engineering and support.

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027

PAGE

151

OF

156

NAME OF OFFEROR OR CONTRACTOR

Recent Experience: Experience during the past three years in 4 of the following:

- (a) System and circuit board design
- (b) VME design applications
- (c) Analog and digital signal conditioning and processing
- (d) Electrical and optical signal interfaces
- (e) Data storage media and microprocessor system control applications
- (f) System and circuit board fabrication and trouble-shooting
- (g) sensor and system calibration techniques
- (h) System documentation development involving design planning, schematics flow charts and operating procedures
- (i) structureborne noise measurement sensors

Any Experience in 2 of the following:

- (a) acoustic measurement systems
- (b) ship acoustic measurements
- (c) submarine model structural measurement systems
- (d) ship model measurement system installation and calibration

7. Mechanical Engineer, Senior-KEY LABOR CATEGORY

Education: Master's degree in engineering or science and 8 years experience in mechanical system design and analysis involving large structures and structural support systems; or a bachelor's degree in engineering or science and 12 years experience in mechanical system design and analysis involving large structures and structural support systems.

Recent Experience: Experience during the past 2 years in 4 of the following:

- (a) structural system design and analysis
- (b) hardware system component design and analysis
- (c) system development planning, cost estimating and documentation
- (d) electrical system cabling layouts and mechanical interfaces
- (e) vehicle control and handling systems
- (f) electro-mechanical system design and analysis
- (g) system shock/vibration requirements analysis
- (h) system life-cycle cost estimating

Any Experience in 3 of the following:

- (a) submarine model support system design, fabrication and installation
- (b) ship system component design and testing
- (c) acoustic measurement mechanical support system design
- (d) large submarine model testing
- (e) submarine R&D model facility design and test support

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 152 OF 156
---------------------------	---	--------------------

NAME OF OFFEROR OR CONTRACTOR

8. Electrical Engineer-KEY LABOR CATEGORY

Education: Bachelor's degree in engineering and 8 years experience in electrical system applications and operation

Recent Experience: Experience during the past 3 years in 4 of the following:

- (a) high voltage and low voltage power distribution
- (b) large DC electric motors and motor controllers
- (c) electrical system component trouble-shooting and diagnosis
- (d) electrical system installation requirements analysis
- (e) power supply design and analysis
- (f) EMI, grounding and cross-talk design applications for measurement and control systems
- (g) electrical and optical cable termination and signal interfacing
- (h) electrical system and procedure documentation
- (i) system safety analysis and support documentation

Any Experience in 2 of the following:

- (a) <100 HP DC motors
- (b) ship electrical systems (AC & DC)
- (c) sensor power supply distribution (clean, low noise power)
- (d) autonomous vehicle electrical systems including EMI and grounding

C. NON-KEY PERSONNEL

The offeror's Proposed Non-Key Personnel will be evaluated based on the demonstration that the offeror has the ability to provide the Non-Key personnel who meet the stated qualifications set forth in Section L, and they are available to work under the resultant contract. Therefore, offerors must address whether they have such personnel who meet the stated requirements in their technical proposal.

D. RESPONSE TO SAMPLE DELIVERY ORDER # 1, PROPULSOR SUPPORT TASK)

The proposal demonstrates understanding of Propulsor Support Task (See Attachment #4), including demonstrated understanding of the technical issues involved, defines a logical engineering approach to satisfy the requirements and deliverables, and presents a reasonable staffing approach and labor mix to accomplish the sample Propulsor Development Program Delivery Order. The offeror demonstrates an understanding of the nature of LSV acoustic tests and the contribution of configuration changes and configuration management to the test results.

The proposal demonstrates:

1. feasibility of the technical approach
2. the labor categories and man-hours in each labor category indicate efficient use of personnel and the material and deliverables proposed satisfy the requirements

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
153 OF 156

NAME OF OFFEROR OR CONTRACTOR

3. ability to organize a plan of action for a technical task of the type which is anticipated to be placed under this contract.
4. Identification of any concerns, and states a reasonable assumption regarding the answer.

E. RESPONSE TO SAMPLE DELIVERY ORDER # 2, SYSTEMS ENGINEERING DEVELOPMENT SUPPORT TASK

The proposal demonstrates understanding of Systems Engineering Development Support Task (See Attachment #5), including demonstrated understanding of the technical issues involved, defines a logical engineering approach to satisfy the requirements and deliverables, and presents a reasonable staffing approach and labor mix to accomplish the sample Systems Engineering Delivery Order. The offeror demonstrates an understanding of the nature of design, performance and operation of an acoustic data system.

The proposal demonstrates:

1. feasibility of the technical approach
2. the labor categories and man-hours in each labor category indicate efficient use of personnel and the material and deliverables proposed satisfy the requirements
3. ability to organize a plan of action for a technical task of the type which is anticipated to be placed under this contract.
4. Identification of any concerns, and states a reasonable assumption regarding the answer

SECTION III. PAST PERFORMANCE

Subfactors A., B,C, D and E. are of equal importance.

The offeror's proposal shall be evaluated based on the demonstrated past performance in the following five areas:

- A. Customer Satisfaction
- B. Contract Compliance including with 52.219-8, 52.219-9
- C. Quality of Performance
- D. Schedule Adherence
- E. Cost Control

Past performance is required by FAR Part 15 to be used to assess relative merit among proposals. The Government will evaluate the offeror's reputation for conforming to specifications and to standards of good workmanship, for accurately estimating and controlling costs, for adherence to contract schedules (including administrative aspects of performance), for reasonable and cooperative behavior and commitment to customer satisfaction, and for having a business like concern for the interests of the customer. Be advised the Government may not contact all references or may seek/contact other references. Offerors with no past performance will not be evaluated favorably or unfavorably on past performance. For the particular offeror who lacks past performance history, the relative standing among offerors is based upon all other evaluation factors except past performance. Proposals will be given credit for good past performance, lose credit for poor past performance, and neither receive nor lose credit for no past performance.

Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal and relative capability to meet performance requirements. Information may be obtained from the

NAME OF OFFEROR OR CONTRACTOR

references listed in the proposal, and other customers known to the Government who may have useful and relevant information. Information will also be considered regarding any significant subcontractors. Evaluation of past performance will be based on consideration of all relevant facts and circumstances. The Government intends to award on initial offers received without discussions. However, if discussions are held, offerors will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review those reports.

SECTION IV. CORPORATE EXPERIENCE

Subfactors A. and B. are of equal importance, and are more important than subfactors C. and D, which are of equal importance.

A. OPERATION & MAINTENANCE OF SUBMARINE-LIKE VEHICLES

The offeror's proposal will be evaluated based on the degree to which the proposal demonstrates recent and relevant corporate experience in operation and maintenance (O&M) and Hull, Mechanical and Electrical (HM&E) support of submarine-like vehicles and complex control systems, including Submerged vehicle and/or pressure vessel operation and maintenance, certification system administration, process control requirements, vehicle logistics, design, development and maintenance of high speed real time, multi-tasking vehicle control systems.

B. ACOUSTIC DATA ACQUISITION SYSTEM SUPPORT

The offeror's proposal will be evaluated based on the degree to which the proposal demonstrates recent and relevant corporate experience involving high speed multi-channel, synchronized data acquisition systems, including:

1. Operation, maintenance and reconfiguration of complex, multi-sensor (>1000 sensors) high data rate recording systems
2. Design, fabrication, installation and upgrading of state of the art data acquisition systems
3. Troubleshooting and repair of sensors, circuits, and signal processing systems
4. Acoustic signal processing systems including hardware and software
5. Specification, procurement and testing of acoustic data acquisition systems (HW and SW)
6. Maintenance of in-water acoustic systems
7. System (and component) certification

C. SUBMARINE R&D FACILITY SUPPORT

The offeror's proposal will be evaluated based on the degree that the proposal demonstrates recent and relevant corporate experience involving industrial support for fabrication, logistics and documentation of submarines or submarine-type systems at R&D facilities.

D. ACOUSTIC TEST PROGRAM SUPPORT

The offeror's proposal will be evaluated based on the degree that the proposal demonstrates recent and relevant corporate experience involving the execution of acoustic test and noise quieting programs.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED N00167-98-R-0027	PAGE 155 OF 156
---------------------------	---	--------------------

NAME OF OFFEROR OR CONTRACTOR

SECTION V. MANAGEMENT PLAN

Subfactors A., B. and C. are of equal importance.

A. MANAGEMENT STRUCTURE AND PROCEDURES

The contractor's proposal will be evaluated based on the adequacy of the proposed organizational structure and lines of communication for management and control of task cost and quality assurance for all issued delivery orders. The proposal shall demonstrate the cost, responsiveness and technical benefit of the management structure and any subcontract arrangements.

B. PERSONNEL CROSS-ASSIGNMENT AND TRAINING

The contractor's proposal will be evaluated based on the adequacy of the proposed personnel training plan and approach for personnel cross assignment to support Task I and II delivery orders.

C. CONTRACT WORK ORGANIZATION

Proposals involving the contractor organization will be evaluated based on a functional vice project, contractor/subcontractor or system basis. The proposal shall demonstrate a well organized, responsive, line of authority.

SECTION VI. COST EVALUATION

COST EVALUATION (OCT 1997) (NSWCCD)

(a) The cost proposal shall be evaluated for realism to determine the overall probable cost to the Government in fulfilling all of the requirements under this solicitation.

(b) In evaluating offers, the contracting officer will perform a cost realism evaluation; a summary level review of the cost portion of the offeror's proposal. The purpose of the evaluation is to (1) verify the offeror's understanding of the requirements; (2) assess the degree to which the cost proposal reflects the approaches and/or risk that the offeror will provide the supplies or service for the offered costs; and (3) assess the degree to which the cost included in the cost proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted, for purposes of evaluation, based on the results of the cost realism evaluation.

(c) Unrealistic rates will be considered in the risk assessment and may result in a reduced technical score.

(d) In accordance with the provision at FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition (Oct 1997)" in Section L of this solicitation, the Government intends to evaluate proposals and award a contract without discussions with offerors. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. If the provision at FAR 52.215-1 is used with its Alternate I, the Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. However, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition

CONTINUATION SHEETREFERENCE NO. OF DOCUMENT BEING CONTINUED
N00167-98-R-0027PAGE
156 OF 156

NAME OF OFFEROR OR CONTRACTOR

among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(e) The importance of cost as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors.

(f) Evaluation of Indirect Rates Applicable to Support Costs:

(1) The determination of the magnitude of the cost proposal will be based upon adding all proposed costs for **CLIN 0001** plus support and subcontract costs. It is intended to reimburse support and subcontract costs on the basis of actual reasonable and allowable costs incurred plus G&A only (no fee). Therefore, for evaluation purposes, the Government will add the offeror's proposed G&A rate to the not-to-exceed (NTE) amounts specified for support and subcontract costs.

(2) If the offeror's DCAA approved accounting system includes the application on any other indirect cost rates (in addition to G&A) to the support and subcontract cost items, those rates shall be identified in the proposal and will also be added to the respective NTE amount specified for purposes of evaluation. An example would be when the offeror's approved accounting system includes application of a material handling fee to direct material costs and then application of a G&A rate to the subtotal of direct materials plus the material handling fee.

(3) If an offeror fails to identify, as part of its proposal, an indirect cost rate what would otherwise be applicable to one of the support and subcontract cost items, it shall not be allowed to invoice for the indirect rate after award since the evaluation of its offer did not include that rate.

(4) Notwithstanding the fact that the Government will add proposed indirect cost rates to the support and subcontract cost NTE amounts specified, it will do so for evaluation purposes only and will not actually change the NTE amount at time of award. Rather, the contract will indicate that the NTE amounts are inclusive of G&A and whatever other indirect rates the offeror has identified in its proposal, and which were considered in evaluation of that offer.

(5) If proposed indirect rates on support and subcontract costs are not consistent with DCAA information for that offeror, the proposed rates may be adjusted for realism when applied for evaluation purposes.